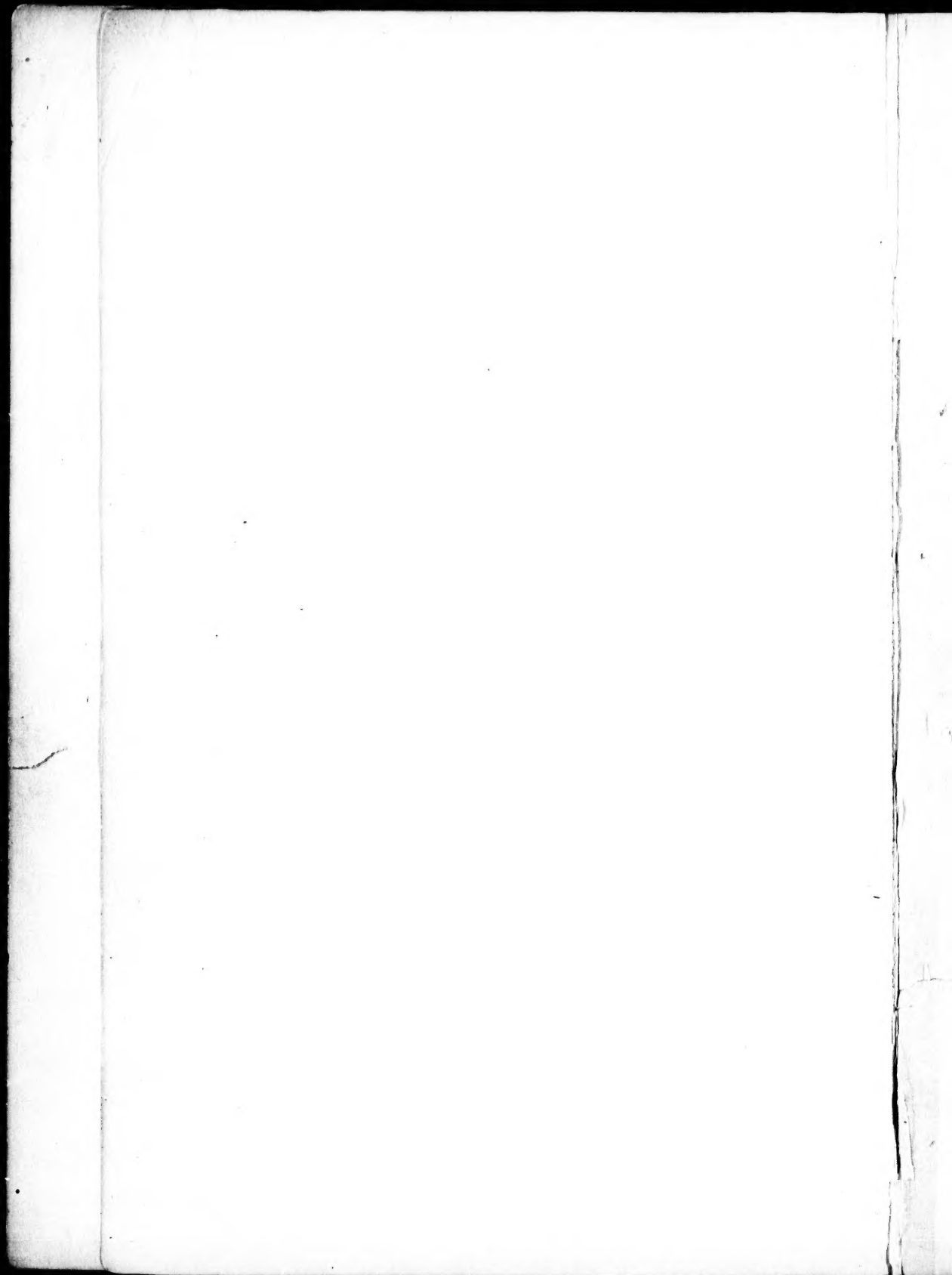




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**WINDSOR AND ANNAPOLIS
RAILWAY COMPANY,
LIMITED.**

Some

**Statutes, Agreements,
Memorandum
AND
Articles of Association.**

F. H. Chrysler

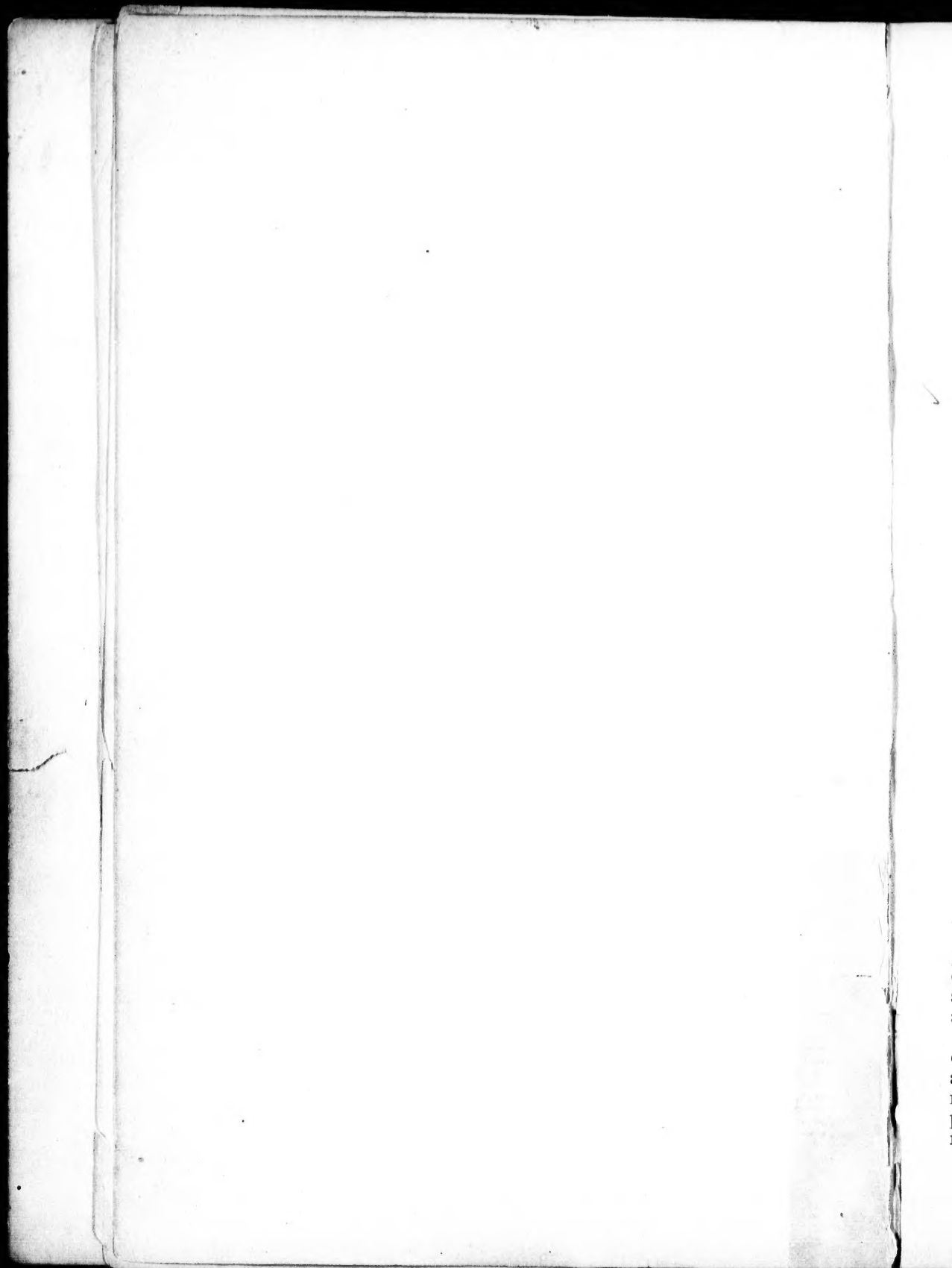
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28° VICTORIÆ, Cap. 13.

An Act to provide for the construction of two other Sections of the Provincial Railways.

(Passed the 2nd day of May, A.D. 1865.)

Be it enacted by the Governor, Council, and Assembly, as follows:

1. The Chief Commissioner of Railways, by direction and authority of the Governor in Council, may contract for and on behalf of the Province, with any responsible party or parties, for the construction of the following sections of the Provincial Railway, that is to say, from Truro to the boundary line to New Brunswick, and from Windsor to Annapolis, and for the payment of the subventions on the terms and under the provisions and stipulations hereinafter set forth and contained. The location of the lines of the said railways to be subject to the approval of the Governor in Council upon the recommendation of the chief engineer of this Province.

2. The contractor or contractors for the section first mentioned to receive a subvention of not more than four per cent. per annum for twenty years on forty thousand dollars per mile of the whole length of said section, and the provincial government to take on behalf of the Province stock in the said undertaking with such contractor or contractors to the extent of four hundred thousand dollars.

3. The contractor or contractors for the section last mentioned to receive a subvention of not more than four per cent. per annum for twenty years on twenty-four thousand dollars per mile of the whole length of said section, with the exception of a bridge, viaduct, or other erection suitable for a railway across the Avon river, at or near Windsor, the latter to be built at the expense of the Province, as hereinafter provided.

4. The first annual payment of such subventions to fall due and to be made at a period not less than twelve months after the *bonâ fide* commencement to build such sections respectively, and a deduction to be made therefrom for the portion of stock held for the Province for the said section first named.

5. The Governor in Council may, at any time after such contracts or either of them are entered into, by an order in council, declare that the said subventions, or either of them, shall cease, and at what time, and in lieu of such subventions, or either of them, pay to the contractor or contractors the amount or balance, as the case may be, of such subventions, or either of them, capitalized either in cash or provincial debentures, at the option of the Governor in Council, but the amount to be capitalized shall never exceed fifty per cent. of the whole amount expended by the company from their own funds, at the date of such capitalization, until the whole contract is completed.

6. The Governor in Council, as soon as a contract has been entered into for building the said section last mentioned, may make provision either by contract or otherwise for the building of a suitable bridge, viaduct, or other erection across the said Avon river, at or near Windsor aforesaid.

7. The Governor in Council may, at any time before or after the said sections, or either of them, are or is completed, by an order in council, assume, on behalf of the Province, the ownership of the said sections, or either of them, by paying to the owners thereof the value of the same—to be ascertained as hereinafter provided, either in cash or provincial debentures, at the option of the Governor in Council.

8. The amount to be paid under the next preceding section shall be ascertained by the decision of three arbitrators; one of whom to be appointed by the Governor in Council, one by the owner or owners of the section, and one by the principal Secretary of State for the Colonies. But in case of either of the said sections being so taken before completion, regard may be had by the arbitrators to the loss sustained by the contractors by means of such termination of their contracts.

9. In case the contractor or contractors for building the said sections, or either of them, shall fail in the performance of the contract or contracts therefor, as may be arranged therein, the Governor in Council may, by an order in council, declare that the said subventions, or either of them, shall cease and determine, and also, by order, assume the possession, ownership, and management of such sections, or either of them, and upon the passing of such order, all interests therein of the owners thereof shall cease and determine, and the ownership thereof shall vest in the Province.

10. The Governor, by and with the advice of the Executive Council, may, for the purposes of this Act, contract a loan on the pledge of the revenues of this Province, whether arising from the duties upon imports, the sale of crown lands, the royalty paid upon minerals, or the tolls to be collected on the railways owned by the Province.

11. Certificates of debt, to be called debentures, bearing

interest at six per cent. or at a less rate, as the Governor in Council may direct, may be issued from time to time, as may be necessary, and the Governor in Council shall determine at what periods of time, in what amounts, and on what conditions such certificates shall be issued.

12. The debentures shall be in the form to be directed by the Governor in Council, with coupons annexed thereto. They shall be signed by the Governor, and countersigned by the Receiver-General; the interest thereon shall be paid half-yearly, at such places as shall be mentioned therein, and the principal money of such debentures shall be paid in full at the expiration of twenty years from the date of their respective issues to the then holder.

13. The provisions of chapter 70 of the Revised Statutes, third series, "Of Provincial Government Railroads," so far as may be, with the exception of the preamble and sections from one to ten inclusive, and sections from 24 to 35 inclusive, and sections 39, 40, 42, 43, 60, 61, 63, and 76, are here made applicable to the sections of railway to be built under this Act. And the term "commissioners," in sections 67, 77, 78, 79, 80, and 83 of said chapter shall, for the purposes of this Act, be held to include and apply to contractors or owners, as the case may be; and sections 74 and 75 of said chapter shall be held to apply to the sections of railway to be made under this Act, and the term "railway department," in those sections shall, for the purposes of this Act, include property belonging to the contractors or owners of said sections of railway.

14. The chief engineer of railways shall, before the contracts authorized by this Act are entered into, report to the Government on the route or routes proposed, and during the construction of the said lines of railways respectively shall have power at any time, and at all times, to enter upon the same and examine the works, and it shall be his duty to report to the Government from time to time the state and condition of such works and any failure in the execution, or in carrying out any of the provisions of such contracts, and, generally, to watch over the interests of the Province in reference thereto.

15. Contractors shall furnish names of claimants for damages instead of Board of railway commissioners, as mentioned in section 47 of said chapter, and shall do all other acts in said section provided to be done by the board of commissioners; and the engineer of contractors to be substituted for the engineer in that section referred to.

16. The moneys payable for lands for the sections herein-before mentioned shall form a county charge.

17. The Governor in Council may appoint two or more directors of any company or companies to represent the provincial stock of four hundred thousand dollars, referred to in section 2 of this Act.

18. The contracts to be made under this Act shall contain stipulations and provisions for the regulation of the tolls and rates for passengers and freights, the carriage of mails, troops, and munitions of war, and other Government property on the said lines, and generally for guarding the interests of the Province.

19. The line of railway from Truro to New Brunswick frontier, to be constructed under this Act, shall be equal in point of construction and efficiency, and shall not exceed in grades and curves the existing Government railways in Nova Scotia.

20. All contracts to be made under this Act for the section from Truro to the New Brunswick frontier shall be dependent upon simultaneous arrangements being made by or to the satisfaction of the Government of New Brunswick for the continuation of the said trunk line from the frontier to the Saint John and Shediac line, and shall not go into operation until such arrangements shall be made.

ARTICLES OF AGREEMENT,

Made and entered into this twenty-second day of November, in the year of our Lord one thousand eight hundred and sixty-six, between Avard Longley of Halifax, Nova Scotia, Esquire, the Chief Commissioner of Railways for the Province of Nova Scotia, by the direction and authority of the Governor and Council of the said Province, of the first part, and William Henry Punchard, of Allhallows Chambers, Lombard Street, in the city of London, and Colne Lodge, Twickenham, in the county of Middlesex, Frederick Barry, of 34, Great George Street, Westminster, and Edwin Clark, of 24, Great George Street, Westminster, Esquires, of the other part:

1. Whereas An Act of the Legislature of Nova Scotia was passed on or about the second day of May, one thousand eight hundred and sixty-five, entitled, "An Act to provide for the construction of two other sections of the Provincial Railway," and by such Act provisions were made for the construction of a certain railway from Truro to the boundary line of New Brunswick, and of a certain other railway from Windsor to Annapolis;

2. And whereas, In pursuance of the provisions of the said Act a negociation has been entered into between the said parties hereto, having for its object an arrangement by which the said parties of the second part, or their assigns, shall undertake the construction and working of the said section of the said railway

from Windsor to Annapolis, under the provisions of the said Act, subject to the terms and conditions hereinafter mentioned;

3. Now this agreement witnesseth and it is agreed by and between the parties hereto, as follows: The before recited Act shall be the basis of this agreement so far as it relates hereto, except so far as the same may by this agreement be modified.

The said parties hereto of the second part in consideration of the premises and of the agreement hereinafter contained on the part of the said Chief Commissioner of Railways, on the part and behalf aforesaid, hereby agree to construct the said railway from a point to connect with the railway at or near the present station at Windsor, either to Annapolis aforesaid, or to Troop's Point, the length to be assumed at eighty-five miles, under the provisions of the said Act and subject to the terms and conditions hereinafter mentioned, or such portion of the general routes recently surveyed by Sandford Fleming, C.E., as the same and the location thereof, (or such variation thereof as may be agreed upon between the parties hereto) shall be approved of by the Governor in Council; the said works to be commenced at a period not later than the first January next, to be diligently prosecuted, and fully completed and ready for traffic on or before the first day of December, which will be in the year of our Lord one thousand eight hundred and sixty-nine; the rails to be of good quality, and to be not less than forty-two pounds weight per yard; to be laid in longitudinal rectangular bearings, properly fastened with spikes and fished at the joints or with sleepers, and an arris cut longitudinal stringer, with a proportionably smaller pattern saddle rail as introduced on the Great Western Railway in England, or such other description of permanent way as may be accepted and approved by the Chief Engineer to the Province of Nova Scotia for the time being; the breadth of roadway, depth of ballast, and general description of road to be of such quality as to insure permanency and economy of maintenance; the stations and depots to be not less than ten in number, and equal to the requirements from time to time of traffic. And the said parties of the second part, or their assigns, or a company to be formed for that purpose, and if necessary to be incorporated by a special Act of the Legislature, shall effectually manage and operate the said railway when completed at the proper expenses, at such rates, tolls, and charges, as hereinafter provided for their own benefit. The said parties of the second part shall provide such conveyance for the officers and soldiers of Her Majesty's forces, ordnance corps, marines, militia, or police forces, at such time or times, whether the same shall be the usual hours for starting trains or not, as shall be required or appointed by any officer duly authorised by the Government for that purpose, and with the whole resources of the said parties of the second part, or their assigns, at fares not exceeding

two cents per mile for each officer, soldier, marine, or private of such forces respectively, and also for each wife, widow, or child above twelve years of age of a soldier entitled by Act of Parliament or other competent authority to be sent to their destination at the public expense; children under three years of age so entitled to be taken free of charge, and children of three years and upwards but under twelve years so entitled, being taken at half price for an adult—provided that every officer conveyed shall be entitled to take with him one hundred weight of personal luggage without extra charge; and every soldier, marine, private, wife, or widow shall be entitled to take with him or her half a hundred weight of personal luggage without extra charge, all the excess of the above weight of personal luggage being paid for at the rate of not more than eighty cents per hundred weight per one hundred miles; and all public luggage, stores, arms, ammunition, and other necessary things (except gunpowder and other combustible matters), shall be conveyed at charges not exceeding four cents per ton per mile, the assistance of the military or others being given in loading or unloading such goods.

4. The said parties hereto of the second part, or their assigns, shall be bound to convey Her Majesty's mails at a rate of charges to be agreed upon by the parties hereto, or by an umpire to be chosen by them in the usual way, in case of difference prior to the completion of the said railway, and in case an umpire cannot be agreed upon, and such charges fixed by him, then such charges shall not exceed the rates charged for such service in the Province of Canada.

5. And the said parties of the second part, in consideration of the premises, and of the further agreement on the part of the said Chief Commissioner of Railways, hereinafter contained on the part and behalf aforesaid, further agree to erect and build over the River Avon near Windsor, on the said line of railway and to form part thereof, a good and sufficient bridge, viaduct, aboiteau, or other suitable erection for the purposes of the said railways, and in addition to the necessary railway track across the same to have a good and sufficient roadway for horses and carriages to pass and repass separately and independently of the said railway track, the same to be open and free to the public, or to be under such tolls and charges as the Governor in Council may for the use of the Province from time to time enforce; but in case the said parties of the second part shall build an iron bridge across the said River Avon for the purposes in this clause mentioned, on such plans as may be approved by the Chief Engineer of Railways for the Province aforesaid for the time being, then they the said parties of the second part shall not be required to have or build any roadway for horses or carriages separately and independently of the railway track as hereinbefore provided.

6. And the Chief Commissioner of Railways for and on the part and behalf of the Province of Nova Scotia, under the authority hereinbefore mentioned, in consideration of the premises, hereby agrees with the said parties of the second part as follows, that is to say: That the subvention to the parties of the second part as sanctioned by the Legislature shall be capitalised at the agreed sum of one hundred and eighty-eight thousand six hundred pounds sterling, instead of the payment of the sum of sixteen thousand three hundred and twenty pounds sterling per annum, and the provincial bonds or debentures for the above sum issued in the ordinary form bearing six per cent. interest shall be delivered at par to the parties of the second part or their assignees or nominees; but such bonds shall only be delivered to the said last-mentioned parties with the coupons attached, bearing interest from the preceding first of January or first of July, as the case may be, prior to such delivery, according to the amounts from time to time to be expended by them in the construction of the said railway or work, according to a scale of prices to be agreed upon, the amounts of such expenditure to be certified monthly by the Chief Engineer, or his Resident Engineer, of the parties of the second part, and concurred in by the Chief Railway Engineer of the Province, or any other engineer to be appointed by the Governor of the Province, and that such delivery to the said parties shall be within fourteen days from the date of such certificate, but the amount of such bonds shall never exceed fifty per cent. of the whole amount expended, according to the said monthly certificates, and the balance, if any, shall be paid when the railway is completed and opened up for traffic.

7. That all lands required for the railway track and appurtenances shall be provided gratis to the said parties of the second part or their assigns, with the right of entering upon all ungranted lands belonging to the Government, and taking, free of cost, all materials required for the railway, as under the provisions of section 11, chapter 70 of the Revised Statute, referred to in the said Act.

8. That the said parties of the second part shall be entitled to make and enforce a tariff of charges for fares and freight (except as aforesaid), to be mutually agreed upon between the parties prior to the completion of the said railway and opening the same for traffic.

9. That all materials and stores required for the construction and working of the railway shall be entitled to a drawback of the amount of import duties paid thereon by the said parties of the second part; and during construction of the said railway that the Provincial Government shall grant the free use of the landing-stages and railway stations at Halifax, Bedford, and Windsor, and transit over the Government railways subject to the traffic regulations; the said parties of the

second part paying all expenses incurred in landing and haulage and handling of such materials and stores, and also the cost of transit thereof.

10. That the party of the first part shall use his best exertions to obtain any legislation which may be required for the purpose of carrying out the terms of this agreement.

11. And it is hereby mutually agreed that prior to the opening of the railroad a traffic arrangement shall be made between the said parties of the second part and the Provincial Government for the mutual use and employment of their respective lines of railway between Halifax and Windsor and Windsor and Annapolis, including running powers, or for the joint operations thereof, on equitable terms, to be settled by two arbitrators to be chosen by the said parties in the usual way in case of difference, and in case of failure of the said arbitrators to make an award, or to choose an umpire in the premises, it is further agreed that the said traffic arrangement shall be settled by such third person, together with one or both of the said arbitrators, as the Board of Trade in England shall, on the application of either of the parties hereto for that purpose appoint.

12. And the said Chief Commissioner of Railways, as aforesaid, in consideration of the premises, doth for and on the part and behalf aforesaid hereby promise and agree to and with the said parties of the second part that the Government of the said Province shall and will well and truly pay, or cause to be paid, to the said parties of the second part or their assigns for the building and sustenance of the said bridge, viaduct, or aboiteau, or other suitable erection across the said River Avon, the sum of thirty-two thousand pounds, in monthly payments, as the work of building proceeds, according to the certificates of the engineer of the said parties of the second part, concurred in and countersigned by the Chief Railway Engineer of the Province, and the balance, if any, when the same shall be completed and the railway opened up for traffic.

13. And it is further mutually agreed between the said parties that the said line of railway, including the said bridge, viaduct, aboiteau, or other suitable erection across the said River Avon, with all and singular the appurtenances, when built, shall be the property of the said parties of the second part or their assigns, and shall be operated, managed, and upheld by them at their own proper costs and charges.

14. And it is further agreed that section 9 of the said recited Act shall not apply as regards the payment of interest upon all debentures that shall have been issued in respect of works done and certified for under the terms and provisions aforesaid.

15. And it is further mutually agreed by and between the

said parties hereto that for the purposes of carrying out this agreement the said parties of the second part or their assigns shall have power to form a joint stock company, to be incorporated by Act of Parliament of Nova Scotia by and in accordance with the Act hereinbefore referred to, with such capital as may be necessary for the purpose of enabling the said parties hereto of the second part or their assigns to sell, and the said company so to be formed to purchase the said railway and works, and to work and manage the same, and to take and receive the tolls and charges hereinbefore referred to, and when and so soon as such company is formed and capital subscribed to the satisfaction of the said Chief Commissioner of Railways of the Province of Nova Scotia, the said intended company so to be formed shall possess the said railway and works, for the purposes aforesaid, subject to the terms of this agreement.

16. And it is further agreed by and between the said parties of the first and second parts that in case of failure on the part of the parties of the second part to commence said railway and works in accordance with the terms of this agreement at the time named herein, or diligently to prosecute the same to completion, the parties of the second part shall forfeit and pay to the party of the first part the sum of ten thousand pounds sterling as liquidated damages. But this stipulation and the enforcement of this penalty shall not affect the right of the Governor and Council to assume the ownership of the railroad under the 9th section of the Act of the Province, passed in the 28th year of Her Majesty's reign, entitled, "An Act to provide for the construction of two other sections of the Provincial railways," in case the parties of the second part shall fail in the performance of this agreement.

As witness the hands of the parties the day and year first above written.

(Signed)

(Signed)

(Signed)

(Signed)

{ AVARD LONGLEY,
By his attorneys,
CHARLES TUPPER,
W. A. HENRY,
J. W. RITCHIE,
W. H. PUNCHARD,
FREDERICK BARRY,
EDWIN CLARK.

30th VICTORIAE, Cap. 36.

An Act to incorporate the Windsor and Annapolis Railway Company.

(Passed the 7th day of May, A.D. 1867.)

Whereas under and by virtue of an Act of the General Assembly passed in the twenty-eighth year of the reign of Her Majesty Queen Victoria, Chapter 13, entitled "An Act to provide for the construction of two other sections of Provincial Railways," provision is made for the construction of a section of the Provincial Railway from Windsor to Annapolis, and authority given the Chief Commissioner of Railways to contract with any responsible party or parties for the construction of the same; and whereas the Chief Commissioner of Railways for Nova Scotia did, under and by virtue of the powers and authority of the said Act, on or about the twenty-second day of November, in the year of our Lord one thousand eight hundred and sixty-six, enter into a contract with William Henry Punchard, Frederick Barry, and Edwin Clark, of London, Esquires, to construct the said railway.

Be it therefore enacted by the Governor, Council, and Assembly as follows:—

1. Thomas Brassey, William Henry Punchard, Edwin Clark, James Hendrey, Edmund Kell Blyth, George Washington Harris, and Julian Horne Tolme, and such other persons as shall become shareholders in the Company hereby created, their successors and assigns, are hereby constituted a body politic by the name of the Windsor and Annapolis Railway Company, for the purpose of constructing under the authority, powers, and provisions of the said Act; and also of the Act, Chapter 70 of the Revised Statutes, so far as the same shall be applicable, and also of the said contract, a railway from Windsor to Annapolis for the conveyance and transportation of Her Majesty's, or her successors, mails and passengers, freight, and generally the transaction of all business connected therewith, or necessarily or usually performed on or by railways, and for constructing such wharves, docks, bridges, or piers, as may be necessary for the same.

2. The Company, in their corporate name, may sue and be sued, implead and be impleaded, and by their solicitor appear and defend all and every action, suit, plaint, and demand in any of Her Majesty's Courts of Judicature, or in any Courts not of record, or before any tribunal of Her Majesty's dominions.

3. The capital of the Company shall consist of five hundred thousand pounds sterling, in twenty-five thousand shares of twenty pounds sterling each.

4. No member of the Corporation shall be liable in his

person or separate estate for the liabilities of the Corporation to a greater amount in the whole than the amount of stock held by him, deducting therefrom the amount actually paid to the Company on account of such stock, unless he shall have rendered himself liable for a greater amount by becoming surety for the debts of the Company.

5. Meetings of the Company shall be held at such times and places as the Board of Directors may appoint, or otherwise according to the articles of association; and they may, in their bye-laws, provide the time and manner of choosing the officers of the said Corporation.

6. The Company, through their directors or otherwise, shall appoint a recognised solicitor resident in this Province, service on whom of all process, notices, and other documents, shall be held to be sufficient service on the Company, and the name and address of such solicitor shall be filed with the Registrar of Deeds for each County where the works of the Company are situated; in default of such appointment, or in case of the absence or death of such solicitor, process notices, and documents may be served on any of the directors or managers of the Company.

7. The lands required for the railway tracts and appurtenances shall be provided gratis to the said Company, with the right of entering on all ungranted lands belonging to this Province, and taking free of cost all materials required for the said railway, as under the provisions of section 11., chapter 70 of the Revised Statutes, the lands so acquired to be the property of the Company who are hereby authorised to exercise all the powers necessary for locating and completing the said railway, to purchase and hold within or without the Province, lands, houses, materials, engines, cars, and all the appurtenances of a railway, to make such connection as they may think proper with other railway or steamboat companies within or without the Province, either by leasing their road to other corporation or corporations on such terms and for such length of time as may be agreed upon, or by consolidating the stock of their road with that of other railway companies or company, upon such terms as may be agreed upon to make, execute, and deliver good and sufficient mortgage deed or deeds of their road and all its branches to such private persons or corporation within or without this Province as they may think the interest of the stockholders requires.

8. The Company shall have power and be at liberty to negotiate for the purchase of, and in their corporate name to purchase and lease any line or lines of railroad or railroads, tramroad or tramroads, with all the plant, privileges, and appurtenances to the same belonging or appertaining; and the same to re-sell and sub-lease, and all proper and necessary deeds, leases, re-leases, assignments and conveyances, to execute and

deliver, and to receive and hold, and the lines of railroads or tramroads so purchased or leased to possess, hold, use, and enjoy in as full and ample a manner as if built under the powers of this Act.

9. The Company shall own the said railroad, and generally shall do all acts and make all rules and regulations in respect thereof, and in the construction and management thereof, as may be necessary and expedient; and the Company shall have power to appoint, remove, and fix the salaries of all officers, servants, and others to be by them employed in and about the construction and management of the railroad, and shall have power to make and ordain and establish all necessary bye-laws and regulations consistent with the laws in force in this Province, and the Act herein first above mentioned for their own government, the due and orderly conducting of affairs, the levying of tolls, and the general management of their property.

10. It shall be lawful for the Company to make or construct a railway over and across any roads in the line of the projected railroad, and over and across any railroad or tramroad, and over any river, brook, or stream, subject nevertheless, in such cases, to regulations to be made by the Court of Sessions to ensure the safety of the inhabitants and their property.

11. The several conditions, agreements, provisoes and terms contained and mentioned in the said contract or agreement entered into by the Chief Commissioner of Railways, and the said William Henry Punchard, Frederick Barry, and Edwin Clark, dated on or about the said twenty-second day of November, one thousand eight hundred and sixty-six, and the said Act of the Twenty-eighth Victoria, chapter 13, so far as the same is not altered or modified by this Act, and each and every of them shall be incorporated into and made part and parcel of this Act.

12. Nothing in this Act shall abridge, lessen, or affect the liability of the contractors, the said William Henry Punchard, Frederick Barry, and Edwin Clark, or their assigns, to carry on and complete the said railroad according to the said contract and agreement, or generally to perform, fulfil and keep the several terms and conditions in the said contract and agreement contained on their part to be performed, fulfilled and kept.

32^o VICTORIÆ, Cap. 23.

An Act to amend the Act to incorporate the Windsor and Annapolis Railway Company.

(Passed the 10th day of June, A.D. 1869.)

Be it enacted by the Governor, Council and Assembly as follows:—

The Act passed in the thirtieth year of the reign of Her Majesty Queen Victoria, entitled an Act to incorporate the Windsor and Annapolis Railway Company shall be, and the same is hereby amended as follows:—

1. The Memorandum of Association of the Windsor and Annapolis Railway Company, Limited, and also the Articles of Association made and entered into on the twenty-sixth day of February, in the year of our Lord one thousand eight hundred and sixty-seven, by and between the then Shareholders of the Company, incorporated and registered in England as the "Windsor and Annapolis Railway Company, Limited," heretofore annexed, and any alterations, additions, and amendments to the said Articles of Association since made and duly registered in England shall be, and the same are hereby made binding and incorporated into this Act. And the Company may do such other acts as are authorized by the said Articles of Association subject to the provisions of "The Companies' Act, 1862," and "The Companies' Act, 1867," therein referred to,

2. This Act shall have a retrospective, as well as a prospective, effect.

(N.B.—For the Memorandum and Articles of Association see page 28, et seq.)

AGREEMENT,

Between the Windsor and Annapolis Railway Company, Limited, and the Government of Canada, approved and ratified by His Excellency the Governor-General of Canada in Council on the 22nd September, 1871.

1. The several expressions hereinafter referred to shall, when used in this agreement, have the signification and meaning following:—

Expression, Signification, or Meaning.

“The Company,” the Windsor and Annapolis Railway Company, Limited.

“The Authorities,” the Department of the Government of Canada which, for the time being, shall have the command or control of the Nova Scotia Railways.

“The Trunk Line,” so much of the Nova Scotia Railway, with the branches, appurtenances, buildings, and conveniences thereto belonging or attached, as lies between the Terminus at Halifax and the Windsor Junction (both inclusive), together with any extensions into Halifax hereafter to be made.

“The Windsor Branch,” so much of the Nova Scotia Railway, with the branches, buildings and appurtenances, and other conveniences thereto belonging or attached, as lies between the said Windsor Junction and the junction of such railway with the Windsor and Annapolis Railway at or near Windsor.

“The Superintendent,” the Superintendent or other officer for the time being managing the Nova Scotia Railways.

“The Manager,” the General Manager or other officer for the time being managing the Windsor and Annapolis Railway.

2. The Company shall, except for the purposes of the authorities in maintaining the railway and works, have the exclusive use of the Windsor Branch, with all station accommodation, engine sheds, and other conveniences (but not including rolling stock and tools for repairs) now in use thereon.

3. The Company shall also use, to the extent required for its traffic, the Trunk Line, with the station accommodation thereon, including engine shed accommodation for five engines, water supply, fuel stages, turntables, signals, telegraphs, wharves, sidings and other conveniences, but not including machine shops and other shops, buildings and appliances for repairs of rolling stock.

4. The Company shall run every day, Sundays excepted, between Halifax and Windsor, not less than two trains each way carrying passengers, and shall adopt the same tolls as at

present levied, or such other tolls as may from time to time be approved of by the Governor in Council, and shall furnish and maintain its own rolling stock.

5. The authorities shall maintain in workable condition the Windsor Branch and the Trunk Line, including all the station accommodation and other conveniences thereon.

6. The Company shall, on the Windsor Branch, employ their own station agents, booking clerks, watchmen, porters, signalmen, switchmen, and other servants for the management of the traffic.

7. The authorities shall, on the Trunk Line, employ all station agents, booking clerks, watchmen, signalmen, switchmen, and other servants not provided by the Company under clause 17.

8. The Company shall not, except with the concurrence of the authorities, carry any local traffic between stations on the trunk line; but if so carried they shall charge the same tolls as may be charge by the authorities.

9. The Company shall keep and render to the Superintendent an exact detail account of all traffic carried by them over the Windsor Branch and Trunk Line.

10. The Company shall pay to the authorities monthly one-third of the gross earnings from all traffic carried by them over the Windsor Branch and Trunk Line.

11. All accounts between the authorities and the Company under this arrangement shall be adjusted regularly at the end of each calendar month, and the balance struck and paid over in cash not later than twenty-one days after the end of each month.

12. The authorities and the Company respectively shall, at all reasonable times, have access to and be allowed to inspect all such books, papers, and vouchers in possession of the other of them as have reference to the accounts between them.

13. All regular trains on the Windsor Branch and Trunk Line shall be run in the usual way by time table, which time table shall, in respect to the Trunk Line, be prepared by the Superintendent on consultation with the Manager. The Superintendent shall arrange for the arrival and departure of the trains of the Company at the times desired by the Manager, or as near thereto as practicable, and in this respect and in every other respect the Superintendent, the officers, and servants of the authorities shall conduct the business and work the traffic of the Company and of the authorities with perfect impartiality and fairness.

14. With respect to special and irregular trains, in order to ensure public safety, the Company shall use the Trunk Line in strict accordance with such rules and regulations as are now in use, or as may hereafter be adopted and enforced by the Superintendent. Similar rules shall also be adopted and

enforced by the Manager on the Windsor Branch so far as necessary for the guidance of officers and men engaged in maintenance of the railway.

15. The speed of the Company's trains on the Trunk Line and Windsor Branch shall not exceed the speed adopted by similar trains on the Government Railways in Nova Scotia.

16. The station agents and other servants of the authorities at Windsor Junction shall receive, and as far as practicable carry out the instructions of the Manager in regard to the arrival and departure and working of the Company's trains, from or to the Windsor Branch, and he or they shall record in a book to be kept for that purpose the numbers and particulars of all engines, carriages, trucks, cars, or other vehicles passing through such junction, and shall make a return of the same daily to their respective owners.

17. The Company shall employ on the Trunk Line their own booking clerks, carting agents, carting staff, or such other staff as they may deem necessary for the booking, collecting, checking, invoicing, receiving, delivering, or forwarding their own traffic; and the authorities shall, so far as practicable, provide suitable and convenient accommodation for such servants and for the accommodation of such business.

18. The Company in using the Trunk Line shall at all times observe the regulations and bye-laws for the time being in force thereon, and the authorities in using the Windsor Branch, for the purpose of repairing and maintaining it shall at all times observe the regulations and bye-laws for the time being in force thereon.

19. In the event of the Company failing to operate the railways between Halifax and Annapolis, then this Agreement shall terminate, and the authorities may immediately proceed to operate the railway between Halifax and Windsor as they may deem proper and expedient.

20. The termination of this Agreement under the preceding clause is not to prejudice any rights which the Company may now have.

21. This Agreement shall take effect on the first day of January, 1872, and continue for 21 years, and be then renewed on the same conditions or such other conditions as may be mutually agreed on.

Certified a true copy of the Articles of Agreement attached to the original Order in Council.

(Signed) W. H. LEE,

Clerk of the Privy Council.

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SECTION

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37 VICTORIAE, Cap. 101.

An Act to facilitate arrangements between Railway Companies and their Creditors.

(Passed the 7th day of May, A.D. 1874.)

(Reserved by the Lieutenant-Governor on the 7th day of May, 1874, for the signification of the Governor-General's pleasure thereon : Governor-General's assent given in Council on the 12th day of December, 1874.)

SECTION.

1. Explanation of Terms.
2. Scheme of arrangement.
3. Company may restrain actions.
4. Notice of filing scheme.
5. Executions, &c., not available.
6. Assent of creditors.
7. Assent of preference shareholders.

SECTION.

8. Assent of ordinary shareholders.
9. Proviso.
10. Confirmation of scheme.
11. Court may confirm after hearing.
12. Scheme to be enrolled.
13. Notice of confirmation.
14. Copies of scheme.

Be it enacted by the Governor, Council, and Assembly as follows:—

1. In this Act the Term "Company" shall mean any Railway Company constituted by any Act of the Legislature of Nova Scotia. The term "Action" shall include suits or other proceedings. The term "Judgment" shall include decrees, orders or rules. The term "Share" shall include stock. The term "Person" shall include corporations. The term "Creditor" shall include any mortgagee or holder of debentures, stock or loan notes. The term "Court" shall mean the Supreme Court of this Province; and the term "Gazette" shall mean the *Royal Gazette* of Nova Scotia.

2. A Company may propose a scheme of arrangement between the Company and their creditors (with or without provisions for settling and defining any rights of shareholders of the Company as among themselves, and for raising, if necessary, additional share and loan of capital, or either of them), and may file the same in the Court.

3. After the filing of the scheme the Court may, on the application of the Company, on summons or motion, in a summary way restrain any action against the Company on such terms as the Court thinks fit.

4. Notice of the filing of the scheme shall be published in the *Gazette* and in two other newspapers published in the city of Halifax.

5. After such publication of notice no execution, attachment, or other process against the property of the Company shall be available or be enforced without leave of the Court, to be obtained on summons or motion in a summary way.

6. The scheme shall be deemed to be assented to by the creditors when it is assented to in writing by three-fourths in value of such creditors.

7. The scheme shall be deemed to be assented to by the preference shareholders of the Company when it is assented to in writing as follows:—

If there is only one class of preference shareholders, then by three-fourths in value of that class; and if there are more classes of preference shareholders than one, then by three-fourths in value of each such class.

8. The scheme shall be deemed to be assented to by the ordinary shareholders of the Company when it is assented to at an extraordinary general meeting of the Company specially called for that purpose in the usual way.

9. Provided that the assent to the scheme of any class of holders of mortgages, bonds or debenture stocks, or of any class of preference shareholders, shall not be requisite in case the scheme does not prejudicially affect any right or interest of such class.

10. If at any time within four months after filing of the scheme, or within such extended time as the Court from time to time thinks fit to allow, the directors of the Company consider the scheme to be assented to as by this Act required, they may apply to the Court by petition, in a summary way, for confirmation of the scheme. Notice of any such application, when intended, shall be published in the *Gazette* and in two other Halifax newspapers for at least two months previous to such application.

11. After hearing the directors, and any creditors, shareholders, or other parties whom the Court thinks entitled to be heard on the application, the Court, if satisfied that the scheme has been assented to as required by this Act, and that no sufficient objection to the scheme has been established, may confirm the scheme.

12. The scheme, when confirmed, shall be enrolled in the Court, and thenceforth the same shall be binding and effectual to all intents, and the provisions thereof shall, against and in favour of the Company and all parties assenting thereto or bound thereby, have the like effect as if they had been specially enacted by the Legislature.

13. Notice of the confirmation and enrolment of the scheme shall be published in the *Gazette* and two other Halifax newspapers.

14. The Company shall at all times keep at their office printed copies of the scheme when confirmed and enrolled, and shall sell such copies to all persons desiring to buy the same at a reasonable price, not exceeding twenty-five cents for each copy.

ARTICLES OF AGREEMENT.

Made and entered into the twenty-second day of June, in the year of our Lord one thousand eight hundred and seventy-five, between the Windsor and Annapolis Railway Company (hereinafter called "The Company") of the first part, and Her Majesty Queen Victoria, represented herein by the Minister of Public Works of Canada (hereinafter called "The Minister") of the second part.

Whereas the Company was, on the first day of January last, indebted to the Government of Canada in a large sum of money, being one-third of the accrued gross earnings of the Windsor Branch of the Intercolonial Railway worked and managed by the Company under an Agreement entered into by them with the Government of Canada, dated the twenty-second day of September, in the year one thousand eight hundred and seventy-one, granting the said branch to the said Company for twenty-one years from the first day of January, one thousand eight hundred and seventy-two:

And whereas the Company have preferred certain claims against the Government of Canada by way of set off to such indebtedness, but which claims have not been recognised or admitted:

And whereas it is found desirable that the gauge of rails on the said branch should be changed from their present five feet six inches gauge to the standard gauge of four feet eight and one-half inches:

These presents witness that the said Company for the consideration hereinafter named do hereby contract and agree to and with Her Majesty represented as aforesaid, that the Company shall and will, at their own cost and charge, on or before the first day of July now next, in a proper, substantial, and workmanlike manner, but subject to the approval of the Minister or officer appointed by him, change the gauge of the Windsor and Annapolis Railway and make it conform to the present standard gauge above named, and deliver over to the said Minister, or whom he may appoint for that purpose, at such place or places as may be fixed, nine broad gauge locomotive engines, fourteen sets of broad gauge passenger car trucks, and one hundred and forty-five sets of broad gauge freight car trucks, and also execute and deliver a release of all claims and demands whatsoever against Her Majesty or the Government of Canada up to the first day of July, one thousand eight hundred and seventy-five.

In consideration whereof Her said Majesty, represented as aforesaid, doth promise and agree to and with the said Company.

That upon the said change of gauge being effected in the manner hereinbefore described, all debts and liabilities accrued due by the Company to the Government of Canada, in manner aforesaid up to the first day of January last past, shall be discharged and extinguished.

That the Minister will deliver to the said Company at Windsor Junction nine standard gauge locomotive engines (three new and six converted ones), fourteen sets of standard gauge passenger car trucks, and one hundred and forty-five sets of standard gauge freight car trucks.

That the said nine standard gauge engines shall be and remain the property of the Government of Canada, and in no way liable for the debts and liabilities of the said Company.

And it is hereby distinctly understood and agreed on by and between the parties hereto that nothing herein shall in anywise (except as to discharging the indebtedness and claims herein above named) alter, vary, or interfere with the terms of the Agreement under which the said Company hold the said branch line, but that all monies accrued due, as being one-third of the gross earnings of the said branch from the first day of January last, shall be paid by the Company to the credit of the Receiver-General of Canada on or before the thirty-first day of July next, and thereafter those accruing shall be paid monthly, as provided in the said Agreement under which the Company hold and work the branch as aforesaid, which (except as aforesaid) is hereby declared in all respects in full force and effect.

The Corporate Seal of the Company was
hereto affixed in the presence of

JOSEPH BRAVO,
Director.

WM. ROSS CAMPBELL,
Secretary.



Seal of
the Windsor
and Annapolis
Railway Co.

Approved, signed, and sealed
by the Minister of Public
Works of Canada, and
countersigned by the Secretary of said Public Works
in the presence of
H. A. FISSIAULT.

A. MACKENZIE,
*Minister of Public Works
of Canada.*
F. BRAUN,
*Secretary Public Works,
Ottawa.*

40° VICTORIA, Cap. 28.

An Act to guarantee Interest on Fifty Thousand Pounds of the A Debenture Stock of the Windsor and Annapolis Railway Company.

(Passed the 12th day of April, A.D. 1877.)

Be it enacted by the Governor, Council, and Assembly, as follows :—

1. The Windsor and Annapolis Railway Company shall, for the purpose of the creation and issue of the A Debenture Stock referred to in the Scheme of Arrangement between the Company and their creditors filed in the Supreme Court of the Province on the twelfth day of February, 1875, under the Act of seventh May, 1874, intituled "An Act to facilitate arrangements between Railway Companies and their Creditors," and duly confirmed on the eleventh day of August, 1875, and enrolled on the thirtieth day of September, 1875, have the payment of interest at the rate of six pounds per centum per annum on fifty thousand pounds of such A Debenture Stock, guaranteed by the Government of the Province for the term of twenty years from the date of issue thereof. The said interest shall be payable at the counting-house of Messieurs Robarts, Lubbock & Company, Bankers, 15, Lombard Street, London, England, half-yearly on the first day of April and the first day of October, during the said term of twenty years.

2. Every certificate of Debenture Stock to which the said guarantee extends shall state by endorsement thereon the terms of the guarantee, and such endorsement shall be signed by an officer to be appointed for that purpose by the Governor in Council.

3. All sums required for giving effect to the said guarantee shall be paid by the Governor in Council, out of moneys belonging to the Province, and he may apply any moneys belonging to the Province to that purpose and the faith and credit of the Province, and the ordinary revenues thereof are hereby declared to be liable to the payments required to give effect to such guarantee. The money to be paid under the guarantee shall be applied to no other purpose than that for which it is so paid.

4. All sums paid by the Governor in Council for the purpose of giving effect to the said guarantee shall be repaid by the Company to the Province, in such manner, and at such time or times, as shall be agreed upon between the Governor in Council and the Company.

41° VICTORIÆ, Cap. 22.

An Act to amend the "Act to guarantee Interest on Fifty Thousand Pounds of the A Debenture Stock of the Windsor and Annapolis Railway Company."

(Passed the 4th day of April, A.D. 1878.)

Be it enacted by the Governor, Council, and Assembly as follows:—

1. The provisions of chapter 28 of the Statutes of 1877, assented to on the 12th April, 1877, entitled "An Act to guarantee interest on fifty thousand pounds of the A Debenture Stock of the Windsor and Annapolis Railway Company" are hereby extended and made applicable to the whole of the seventy-five thousand pounds A Debenture Stock referred to in the Scheme of Arrangement in that Act mentioned in the same manner, and with the like effect, as if the sum of seventy-five thousand pounds had been specified in that Act instead of the sum of fifty thousand pounds.

42^o VICTORIÆ, Cap. 30.

An Act to amend chapter 22 of the Acts of 1878 relating to a Provincial Guarantee of Railway Debentures.

(Passed the 17th day of April, A.D. 1879.)

Be it enacted by the Governor, Council, and Assembly as follows :—

1. Nothing in chapter 22 of the Acts of 1878 shall be construed to oblige the Government of Nova Scotia to guarantee the interest on the debenture stock therein referred to until security shall have been given to the satisfaction of the Governor and Council against any liability under such guarantee.

2. The giving of such guarantee shall be deemed to be conclusive evidence that the requirements of this Act have been complied with.

THIS INDENTURE,

Made the twentieth day of November, in the year of our Lord one thousand eight hundred and seventy-nine, between Her Majesty the Queen represented herein by the Minister of Railways and Canals of Canada of the first part, hereinafter referred to as "The Government," and the Windsor and Annapolis Railway Company, hereinafter referred to as "The Company," of the second part.

Whereas the Government are about to take the necessary steps to recover from the Western Counties Railway Company possession of the railway commonly known and hereinafter referred to as the Windsor Branch, being so much of the Nova Scotia Railway, with the branches, buildings, appurtenances, and other conveniences thereto belonging or attached as lies between the Windsor Junction (Intercolonial Railway) and the junction of the said Windsor Branch with the said Company's railway at or near Windsor.

And whereas it is expedient in the public interests that a temporary arrangement should be made with the Company respecting the traffic over the Windsor Branch so soon as possession thereof has been taken by the Government.

Now the parties hereto hereby agree as follows:—

1. That so soon as such possession has been taken the Government will permit the Company to use the said Windsor Branch upon the terms hereof.

2. Either party hereto may terminate this Agreement by giving to the other thirty days' notice in that behalf, and at the end of such thirty days this Agreement shall terminate.

3. The Government will permit the Company, so long as they are entitled to use the said Windsor Branch under this Agreement, to use to the extent required for their traffic the Trunk Line of the Intercolonial Railway, which lies between the terminus at Halifax and the Windsor Junction, together with the station accommodation thereon, including engine shed accommodation for five engines, water supply, fuel stages, turntables, signals, telegraphs, wharves, sidings, and other conveniences, but not including machine shops and other shops, buildings and appliances for the repairs of rolling stock.

4. The Company shall run every day, Sundays excepted, between Halifax and Windsor not less than two trains each way, carrying passengers, and shall adopt the same tolls as at present levied, or such other tolls as may from time to time be approved of by the Governor in Council, and shall furnish and maintain its own rolling stock.

5. The Government shall maintain in workable condition of repairs the Windsor Branch and the Trunk Line, including all the station accommodation and other conveniences thereon.

6. The Company shall, on the Windsor Branch, employ their own station agents, booking clerks, watchmen, porters, signalmen, switchmen, and other servants for the management of the traffic.

7. The Government shall, on the Trunk Line, employ all station agents, booking clerks, watchmen, signalmen, switchmen, and other servants not provided by the Company under clause 17 hereof.

8. The Company shall not, except with the concurrence of the Government, carry any local traffic between stations on the Trunk Line, but if so carried they shall charge the same tolls as may be charged by the Government.

9. The Company shall keep and render to the Chief Engineer of Government Railways in operation an exact detail account of all traffic carried by them over the Windsor Branch and Trunk Line.

10. The Company shall pay to the Government, by way of commuted tolls monthly one-third of the gross earnings from all traffic carried by them over the Windsor Branch and Trunk Line.

11. All accounts between the Government and the Company under this arrangement shall be adjusted regularly at the end of each calendar month, and the balance struck and paid over in cash not later than twenty-one days after the end of each month.

12. The Government and the Company respectively shall at all reasonable times have access to and be allowed to inspect all such books, papers, and vouchers in possession of the other of them as have reference to the accounts between them.

13. All regular trains on the Windsor Branch and Trunk Line shall be run in the usual way by time table, which time table shall in respect to the Trunk Line be prepared by the Chief Superintendent of the Intercolonial Railway on consultation with the Company's Manager. The Superintendent shall arrange for the arrival and departure of the trains of the Company at the times desired by the said Manager, or as near thereto as practicable; and in this respect and in every other respect, the Superintendent, the officers and servants of the Government shall conduct the business and work the traffic of the Company and of the Government with perfect impartiality and fairness.

14. With respect to special and irregular trains, in order to ensure public safety the Company shall use the Trunk Line in strict accordance with such rules and regulations as are now in use or as may hereafter be adopted and enforced by the Superintendent. Similar rules shall also be adopted and enforced by the said Manager on the Windsor Branch so far as necessary for the guidance of officers and men engaged in maintenance of the railway.

15. The speed of the Company's trains on the Trunk Line and Windsor Branch shall not exceed the speed adopted by similar trains on the Government Railways in Nova Scotia.

16. The Station Agents and other servants of the Government at Windsor Junction shall receive and, as far as practicable, carry out the instructions of the said Manager in regard to the arrival and departure and working of the Company's trains from or to the Windsor Branch, and he or they shall record in a book to be kept for that purpose the numbers and particulars of all engines, carriages, trucks, cars, or other vehicles passing through such junction, and shall make a return of the same daily to their respective owners.

17. The Company shall employ on the Trunk Line their own booking clerks, carting agents, carting staff, or such other staff as they may deem necessary for the booking, collecting, checking, invoicing, receiving, delivering, or forwarding their own traffic, and the Government shall, so far as practicable, provide suitable and convenient accommodation for such servants and for the accommodation of such business.

18. The Company, in using the Trunk Line, shall at all times observe the regulations and bye-laws for the time being in force thereon, and the Government in using the Windsor Branch for the purpose of repairing and maintaining it shall at all times observe the regulations and bye-laws in force thereon.

19. In the event of the Company failing to operate the railways between Halifax and Annapolis, or in the event of the Company failing to pay to the Government the commuted tolls above provided for in accordance with the terms hereof, the Government may immediately terminate this Agreement.

20. It is hereby distinctly understood and agreed that this Agreement is made without prejudice to and shall not in any way affect the rights or liabilities of either party as they at present exist with respect to said Windsor Branch; and is made without prejudice to and shall not, except upon the question of damages, affect the litigation now pending in the Supreme Court of Nova Scotia between the Company and the Western Counties Railway Company and Her Majesty's Attorney-General for Canada; nor the Petition of Right filed by the Company in the Exchequer Court of Canada to which Her Majesty and the said the Western Counties Railway Company are parties; nor any other litigation which the parties hereto or the Western Counties Railway Company may engage in with respect to any matters happening prior to the date hereof.

In witness whereof these presents have been signed by the Minister of Railways and Canals of Canada on behalf of Her Majesty and sealed with the Seal of the Department and countersigned by the Secretary, and have been sealed with

the Corporate Seal of the Company and countersigned by their President.

The Corporate Seal of the Company was hereto affixed and this Indenture signed by Joseph Bravo, of 3 and 4, Great Winchester Buildings, London, President of the Company, in the presence of

WM. R. CAMPBELL,
Secretary of the Company.



Seal of
the Windsor and
Annapolis Railway
Company.

JOSEPH BRAVO,
President.

And of

JOHN K. JACOMB HOOD, }
FRANCIS TOTHILL, } *Directors.*

Signed by the Minister and Secretary of Railways and Canals in the presence of

H. A. FISSIAULT,
D. POTTINGER,

Witness.

CHARLES TUPPER,
*Minister of Railways
and Canals.*
F. BRAUN,
Secretary.

MEMORANDUM OF ASSOCIATION
OF THE
WINDSOR AND ANNAPOLIS RAILWAY
COMPANY, LIMITED.

1st. The name of the Company is "THE WINDSOR AND ANNAPOLIS RAILWAY COMPANY, LIMITED."

2nd. The Registered Office of the Company will be situate in England.

3rd. The objects for which the Company is established are:—

1st. The acquisition by purchase, or otherwise, of a Concession for the construction of a Railway from Windsor to Annapolis, both in the Province of Nova Scotia, and the construction, building, working, and maintaining of the same Railway, including the acquisition by purchase or otherwise of all lands and buildings which the Company shall think desirable for the purpose, and the resale of all surplus land.

2nd. The acquisition by purchase, or otherwise, of a Concession or Concessions for any branch, extension, or other Railway or Railways to be situate in the said Province or any other Province or Country adjacent or near thereto, and the construction, building, working, and maintaining of such last mentioned Railway or Railways, or the purchasing, leasing, or working of any such branch, extension, or other Railway from or under the Government of Nova Scotia, or any other Government, or private person or persons, Company or Companies.

3rd. The purchasing, construction, leasing, or hiring of steamboats, ferry boats, coaches, omnibuses, waggons, and other public conveyances, and of telegraphic wires and machinery in connection with, or as an assistance or addition to the said Railway or Railways or otherwise, and the working and running the same for hire.

4th. The erection and construction of such machinery, works, and buildings, and the performance of such engineering or other work, and the buying and selling of such goods and commodities as it may be deemed advisable to erect, construct, perform, buy, and sell respectively, in connection with, or as auxiliary to the other hereinbefore mentioned objects of the Company.

5th. The doing of all such other things as are incidental or conducive to the attainment of the above objects.

4th. The liability of the Members is limited.

5th. The capital of the Company is £500,000, divided into 25,000 shares of £20 each.

WE, the several Persons whose names and addresses are subscribed, are desirous of being formed into a Company, in pursuance of this Memorandum of Association, and we respectively agree to take the number of Shares in the capital of the said Company set opposite to our respective names.

NAMES, ADDRESSES, AND DESCRIPTIONS OF SUBSCRIBERS.	Number of Shares taken by each Subscriber.
THOMAS BRASSEY, 4, Great George Street, Westminster, Contractor.	Ten.
WILLIAM HENRY PUNCHARD, Allhallows Chambers, Lombard Street, in the City of London, Esquire.	Ten.
EDWIN CLARK, Civil Engineer, 24, Great George Street, Westminster.	Ten.
JAMES HENDREY, 3, Copthall Chambers, London, Esquire.	Ten.
EDMUND KELL BLYTH, 10, St. Swithin's Lane, London, Solicitor.	Ten.
GEORGE WASHINGTON HARRIS, 6, Westminster Chambers, Esquire, S.W.	Ten.
JULIAN HORNE TOLME, 1, Victoria Street, Westminster, Civil Engineer.	Ten.

DATED this Twenty-sixth day of February, 1867.

WITNESS to the above Signatures, except those of
Thomas Brassey and Edmund Kell Blyth.

EDM. K. BLYTH,
10, St. Swithin's Lane, London, Solicitor.

WITNESS to the Signatures of Thomas Brassey and
Edmund Kell Blyth.

J. H. TOLME,
1, Victoria Street, Westminster, C.E.

ARTICLES OF ASSOCIATION
OF
THE WINDSOR AND ANNAPOLIS RAILWAY
COMPANY, LIMITED.

WHEREAS the several persons whose names are hereunto subscribed have resolved to form a Joint Stock Company, for the purposes or objects mentioned in the Memorandum of Association registered herewith, and to adopt the rules and regulations hereunder written for the Government of the said Company.

It is therefore agreed as follows:—

1. The regulations of 'Table A of "The Companies' Act, 1862," shall not, nor shall any of them apply to the Company, except so far as any of them may be herein contained.

2. In these Articles the following words and expressions shall have the several meanings hereby attached to them unless there be something in the subject matter or context repugnant thereto, that is to say:

Words expressive of the singular shall include the plural, and words expressive of the plural shall include the singular; words referring to male persons shall include females; the word "month" shall mean a calendar month; and the word "share" shall mean share in the capital of the Company and include stock. The "Board" and the "Directors" shall mean the General Board unless otherwise specially provided.

3. In case the whole of the shares into which the nominal capital of the Company is divided shall not be subscribed for or allotted, the registered holders of shares in the Company for the time being shall nevertheless be and continue associated, and the regulations for the management of the Company shall be in force in like manner as if the whole of such shares had been subscribed for and allotted.

4. Every Member shall on payment of the sum of 1s. be entitled to have a copy of the Memorandum and Articles of Association.

SHARES.

5. A person shall be deemed to have accepted shares if, having applied for an allotment of shares, any shares shall have been allotted to him, or if he shall have signed any document admitting that he has accepted shares.

6. All shares shall be numbered, and every share shall be distinguished by its appropriate number.

7. All shares shall be deemed personal estate and be trans-

missible as such, and shall not be deemed of the nature of real estate.

8. The Company may, with the assent of the Shareholders in General Meeting, issue any portion of the capital as Preference Shares, and may attach to such capital such privileges or disabilities with respect to priority, guarantee of dividend, voting, and otherwise as it may think fit. The Company may also, with the like assent, divide the capital into two or more separate capitals, and may declare in such way as it may think fit to which capital each share shall belong, and may apportion the undertaking or property of the Company between the separate capitals thereof, and may make such regulations as it may see fit with reference to the separation of the accounts, debts, and income of the Company between such separate capitals.

9. The Company shall cause a register to be kept in which shall be entered the following particulars:—

1st. The names, addresses, and occupations (if any) of the Members, and the shares held by each of them, distinguishing each share by its number.

2nd. The amount paid, or agreed to be considered as paid, on the shares of each Member.

3rd. The date which the name of any person was entered on the register as a Member.

4th. The date at which any person ceased to be a Member, or ceased to be entitled to any share previously held by him, and such Register shall, in all cases as between the Members and the Company, be considered conclusive evidence of the matter inserted therein, and as regards all other persons will be *prima facie* evidence of any matter by the "Companies' Act, 1862," required to be inserted therein.

10. Once at least in every year the Directors shall cause a list to be made of all persons who on the fourteenth day succeeding the day on which the Ordinary General Meeting of the Company, or if there be more than one Ordinary Meeting in each year, the first of such Ordinary General meetings shall be held, were then holders of shares in the Company, and such list shall state the names, addresses, and occupations of all the persons therein mentioned, and the number of shares held by each of them, and shall contain a summary specifying the following particulars:—

1. The amount of nominal capital of the Company and the number of shares into which it is divided.

2. The number of shares taken from the commencement of the Company up to the date of the summary.

3. The amount of calls made on each share.

4. The total amount of calls received.

5. The total amount of calls unpaid.

6. The total amount of shares forfeited.

7. The names, addresses, and occupations of the persons who have ceased to be members since the last list was made, and the number of shares held by each of them. The above list and summary shall be contained in a separate part of the Register, and shall be completed within seven days after such fourteenth day and a copy shall forthwith be forwarded to the Registrar of Joint Stock Companies.

11. No notice of any trust, expressed, or implied, or constructive, shall be entered on the Register or be receivable by the Company, and the Company shall not be bound to see to the execution of any trust, whether expressed, or implied, or constructive, to which any share may be subject, and the receipt of the person in whose name any such share shall stand in the Register, or, if it shall stand in the names of more persons than one, the receipt of any one of the persons in whose name the same shall stand shall from time to time be a sufficient discharge to the Company for any dividend or other sum of money payable in respect of such share, notwithstanding any trust to which such share may then be subject, and whether or not the Company shall have had notice of such trust; and the Company shall not be bound to see to the application of the money paid upon any such receipt.

12. The allotment of such shares as may not at the date of the registration of these Articles have been allotted, or agreed to be allotted, and also of any additional shares, in case any such additional shares shall be created under the power for that purpose hereinafter contained, or under any other power, shall exclusively be made by the Directors for the time being.

13. The sum of £2 in respect of each share allotted by the Company, or such larger sum as may be fixed by the Directors, shall be paid by the person to whom such share shall be allotted, previously to or on the allotment thereof, as shall be appointed by the Directors, and either in one or more instalments, and the said sum of £2 or such larger sum as aforesaid in respect of each such share shall be deemed and taken to be the first payment upon such share.

14. The Directors may, from time to time, make such Calls upon the Members in respect of all moneys unpaid on their respective shares as they shall think fit, provided that one month's notice at least be given of each call by advertisement, so that no call be made payable within two months of the time at which the immediate preceding call shall have been made payable, nor exceed the sum of £5; and each Member shall be liable to pay the amount of every call so made to the persons and at the time or times and place or places appointed by the Directors.

15. The Directors may prescribe a more extended period of payment of calls in the case of Members registered as resident beyond the limits of the United Kingdom, and may

prescribe and make such other rules, regulations, and directions from time to time as they may think fit, as to the rate of exchange, and the time and place at which, and the person or persons to whom, the calls on shares ~~so~~ held by persons registered as residing out of the United Kingdom shall be paid.

16. A call shall be deemed to have been made at the time when the resolution authorising such call was passed by the Directors.

17. If, on or before the day appointed for payment thereof, any Member omit to pay the amount of any call to which he may become liable, then such Member shall pay interest on the amount in arrear at such rate per annum, from the day appointed for the payment thereof to the time of the actual payment, as the Directors may from time to time direct.

18. If such certificate be worn out or lost, the same may be renewed on payment of such sum (if any), not exceeding 2s. 6d., as the Directors may prescribe, but should the former certificate not be produced for the purpose of being cancelled or destroyed, then a new certificate shall be given on the production of such evidence as to the loss or destruction of the former certificate, and upon such indemnity or other terms as the Directors may in each case require or exact.

TRANSMISSION AND TRANSFER OF SHARES.

19. The executors or administrators of a deceased Member shall be the only persons recognised by the Company as having any title to his shares.

20. Any person becoming entitled to any share in consequence of the death, bankruptcy, or insolvency of any Member, or in consequence of the marriage of any female Member, or in any way other than by transfer, may be registered as a Member upon such evidence being produced as may from time to time be required by the Directors, and upon payment of a fee to the Company of not exceeding 2s. 6d.

21. Any person who shall have become entitled to any share in any way other than by transfer, may, instead of being registered himself, elect to have some person to be named by him registered as the holder of such share.

22. The person so becoming entitled shall testify such election by executing to his nominee a transfer of such shares.

23. Shares shall be transferred by deed in any form to be approved of by the Directors and to be executed as well by the transferor as by the transferee.

24. The transferor of any share shall be deemed to remain the holder thereof until the name of the transferee shall have been duly entered in the proper register.

25. The transfer shall be presented to the Company accompanied with such evidence as they may require to prove the title of the transferor, and thereupon and upon payment (if

required) of a fee to the Company of not exceeding 2s. 6d. for each and every transfer contained in any deed the Company shall register the transferee as a Member.

26. The Company may decline to register the transfer of any share made by a Member indebted to them, and shall have a primary lien upon all the shares of any Member for the amount of any debt due from him to the Company, either solely or jointly with any other person; and the Company may absolutely sell and dispose of all or any of the shares of any Member so indebted to them, and may transfer any such shares and apply the proceeds of such sale in or towards payment of the debt due from him as aforesaid, and the consent of any such Member shall not be necessary for giving validity to any such sale, disposition, or transfer, and the purchaser of any such shares shall not be bound to ascertain whether such power of sale shall have arisen: and a resolution of the Directors that such sale shall be made, and the entry of the name of the purchaser in the register, as the holder of shares shall confer a good title on the purchaser as against all persons whomsoever, whether claiming under these Articles or otherwise howsoever, and exempt the purchaser from all liability in respect of his purchase money.

27. The transfer books may be closed for any period not exceeding fourteen days immediately preceding the Ordinary General Meeting in each year, and also at such other time as the Directors may deem expedient, so that the same be not closed for any greater period in the whole than thirty days in any one year.

FORFEITURE OF SHARES.

28. If any Member shall fail to pay any call due on the day appointed for payment the Company may at any time thereafter during such time as the call shall remain unpaid, serve a notice on him, requiring him to pay such call, together with all interest and expenses that may have accrued by reason of such nonpayment.

29. The notice shall name a further day, not being less than fourteen days from the date of the notice, on or before which such call and all interest and expenses are to be paid; it shall also name the place or places where payment is to be made; it shall also state that in the event of non-payment at the time and place appointed the shares in respect of which such call may have been made shall be liable to be forfeited.

30. If the requisition of any such notice as aforesaid be not complied with, any shares in respect of which such notice shall have been given may at any time thereafter before payment of all calls, interest, and expenses due in respect thereof has been made, be declared to be forfeited by a resolution of the Directors to that effect.

31. Every share so forfeited shall be deemed to be the property of the Company, and may be disposed of and transferred in such manner as the Directors shall think fit, or the same may be cancelled.

32. Any Member whose shares may have been forfeited shall, notwithstanding, be liable to pay to the Company all calls owing upon such shares at the time of the forfeiture thereof.

SHARE WARRANTS TO BEARER.

32A. The Directors may, should they think fit, with respect to any share which is fully paid up, or with respect to any stock, issue a Warrant under their Common Seal to any Share or Stockholder, upon payment of a fee not exceeding five shillings for each Warrant so issued, and of the stamp duty imposed on such Warrant; and such Warrant shall entitle the bearer thereof to the share or shares or stock therein specified, and may provide by Coupons or otherwise for the payment of the future dividends on the share or shares or stock included in such Warrant, and such Share Warrant shall entitle the bearer to the shares or stock specified in it, and such shares or stock may be transferred by the delivery of the Share Warrant.

32B. The bearer of a Share Warrant shall, upon payment to the Company of a fee for each Warrant of two shillings and sixpence, be entitled on surrendering such Warrant for cancellation, to have his name entered as a Member in the register of Members.

32C. Every bearer of a Share Warrant shall be deemed to be a Shareholder in the Company to the extent of the shares or stock specified in such Share Warrant, but shall not in respect of such shares or stock be qualified to be a Director of the Company.

INCREASE IN CAPITAL.

33. The General Board may at any time, with the sanction of the Members previously given in General Meeting, increase the capital of the Company by the creation of new shares of the nominal value of £20 each, which shall be payable in such manner, and by such instalments, and be disposed of by the Directors, in such manner as the General Meeting creating the same shall direct, or in case no such direction shall be given by such meeting then as the Directors shall see fit. The Directors may also at any time, with the like sanction, incorporate with themselves any other person or persons or Company or Companies having objects within the scope of the Memorandum of Association of this Company, and may increase the capital of the Company in manner herein provided for the purpose of such incorporation.

34. Any capital raised by the creation of new shares shall be considered as part of the original capital, and shall be subject

to the same provisions in all respects with reference to the forfeiture of shares on non-payment of calls or otherwise as if it had been part of the original capital.

35. Notice of any increase in the capital of the Company shall be given to the Registrar within fifteen days from the passing of the resolution by which such increase shall have been authorised.

REDUCTION OF CAPITAL.

35a. The Company may by special resolution passed at any General Meeting reduce its share capital, subject, however, to the provisions and conditions in that respect contained in "The Companies Act, 1867."

GENERAL MEETINGS.

36. The first Annual General Meeting shall be held at such time, not being more than twelve months after the incorporation of the Company, and at such place as the Directors may determine.

37. Subsequent General Meetings shall be held at such time and place as may be prescribed by the Directors; but a General Meeting of the Company shall be held once at least in every year.

38. The above-mentioned General Meetings shall be called Ordinary Meetings; all other General Meetings shall be called Extraordinary.

39. The Directors may whenever they think fit, and they shall, upon a requisition in writing by one-third of the Members holding in the aggregate not less than one-tenth part of the shares, convene an Extraordinary General Meeting.

40. Any requisition so made by the Members shall express the object of the Meeting proposed to be called, and shall be left at the registered Office of the Company.

41. Upon the receipt of such requisition the Directors shall forthwith proceed to convene a General Meeting. If they do not proceed to convene the same within twenty-one days from the date of such receipt, the requisitionists may themselves convene a Meeting.

42. Seven days' notice at the least, specifying the time and place of meeting, and the purpose for which any such Meeting is to be held, shall be given by advertisement, or in such other manner (if any) as may be prescribed by the Company, and no business shall be transacted at any Meeting other than that mentioned in the advertisement or notice.

43. No business shall be transacted at any General Meeting, except the declaration of a dividend, unless a quorum of Members be present, personally or by proxy, at the commencement of such business, and such quorum shall be five.

44. If within one hour from the time appointed for the

Meeting, the required number of Members be not present, the Meeting, if convened upon the requisition of the Members, shall be dissolved. In any other case it shall stand adjourned to the next day (Sunday excepted) at the same time and place; and at such adjourned Meeting a quorum shall be three, and if that number of Members be not then present, it shall be adjourned *sine die*, and no business shall be transacted except the declaration of a dividend.

45. The Chairman (if any) of the General Board shall preside as Chairman at every Meeting of the Company.

46. If there be no such Chairman, or if at any Meeting he be not present at the time of holding the same, or shall decline to take, or shall retire from the chair, the Directors present shall choose some one of their number to preside thereat, or if no Director be then present and willing to take the chair, or if any such Member shall retire therefrom, the Members present shall choose some one of their number to be Chairman of such Meeting.

47. The Chairman presiding at any Meeting may, with the consent of the Meeting, adjourn such Meeting from time to time and from place to place, but no business shall be transacted at any adjourned Meeting other than the business left unfinished at the Meeting from which the adjournment took place.

48. At every General Meeting all questions shall be determined by a show of hands, unless a poll be demanded in writing, on any question by five or more Members present in person; but any vote on the appointment of the Chairman or question of the adjournment of the Meeting shall be decided by the majority of the Members present, and voting in person at any such Meeting.

49. In case of an equality of votes upon any question, the Chairman of the Meeting shall have a casting vote in addition to any votes he may be entitled to as a Member.

50. If a poll be demanded in manner aforesaid, the same shall be taken in such manner and at such time and place as the Chairman presiding at the Meeting at which a poll shall have been demanded shall direct, and the result of such poll shall be deemed to be the resolution of the Company.

51. A declaration by the Chairman that a resolution has been carried thereat by a show of hands shall be conclusive, and entry to that effect in the book of proceedings of the Company shall be sufficient evidence of the fact, without proof of the number or proportion of the votes recorded in favour of or against such resolution, unless immediately on such declaration a poll be demanded in writing by at least five Members present and entitled to vote at such Meeting.

52. The Company may in General Meeting from time to time, by a special resolution, alter and make new provisions in lieu of, or in addition to, any of the regulations of the Company

for the time being in force, so that such altered or new provisions be in accordance with the laws for the time being in force, in respect to Companies with limited liability.

53. A resolution shall be deemed to be a special resolution of the Company whenever the same shall have been passed by three-fourths in number of such Members of the Company, for the time being entitled to vote, as may be present in person or by proxy, at any Meeting of which notice specifying the intention to propose such resolution may have been duly given, and such resolution shall have been confirmed by a majority of such Members for the time being entitled to vote, as may be present in person or by proxy, at a subsequent Meeting, of which notice shall have been duly given and held at an interval of not less than fourteen days, nor more than one month from the date of the Meeting at which such special resolution was first passed.

54. Every special resolution, when passed, shall be printed, and a copy shall be forwarded to the Registrar of Joint Stock Companies within fifteen days from the date of the passing of the resolution.

55. After a special resolution shall have been passed, no copy of the Articles shall be issued without having every special resolution for the time being in force embodied therein.

VOTES OF MEMBERS.

56. Every Member shall be entitled to one vote for every share held by him.

57. Any Member, being a lunatic or idiot, may vote by his committee, curator bonis, or other legal curator, and any Member being a minor, may vote by his guardian, tutor, or curator, or any one of his guardians, tutors, or curators, if more than one.

58. If two or more persons be jointly entitled to any share, the person whose name shall stand first in the Register of Members, as one of the holders of such share, shall alone be entitled to vote in respect thereof.

59. No Member, unless he be an original allottee of shares, and then only in respect of the shares so allotted to him, shall be entitled to be present or to vote either personally or by proxy at any Meeting, until he shall have been possessed of his shares, or some of them, for three months, and then only in respect of such shares as he may have had for such period, unless such shares shall have been acquired, or shall come by bequest, or by marriage, or by succession to an intestate's estate, or by any deed of settlement after the death of any person who shall have been entitled for life to the dividends of such shares; and no Member shall be entitled to vote in respect of any share upon which any call shall be then in arrear.

60. Votes may be given either personally or by proxy. A

proxy shall be appointed in writing under the hand of the appointer, or if such appointer be a Corporation, under their Common Seal.

61. No person except a Member shall be appointed a proxy, and the instrument appointing him shall be deposited at the registered office of the Company not less than forty-eight hours before the time of holding the Meeting for which such proxy may have been given.

62. Proxies may be in the form following, or to the like effect:—

“ I
of a Member
of the Windsor and Annapolis Railway Company,
Limited, do hereby appoint
of whom
failing
of to be my
proxy in my absence, to vote in my name upon any
matters relating to the said Company, to be proposed
at the Meeting of the Members in the said Company to
be held on the day of
next, or an adjournment at such Meeting, in such
manner as the said
shall think proper. In witness whereof I have here-
unto set my hand [or if a Corporation, say the Common
seal of the Corporation,] the day of
18 ”

63. No objection shall be made to the validity of any vote excepting at the Meeting at which such vote shall be tendered, or at the Meeting (if any) to which the proceedings of such Meetings shall be reported in the regular course of business, and every vote, whether given in person or by proxy, not disallowed at one of such Meetings, shall be deemed valid for all purposes whatsoever.

GENERAL AND PROVINCIAL BOARDS.

64. There shall be a General Board, which shall meet at such place as it may think fit, in England, and a Provincial Board for the management of the affairs of the Company in Nova Scotia, to be appointed as soon as the affairs of the Company require the co-operation of a Board of Management in Nova Scotia.

65. The General Board shall consist of not more than seven, nor less than three Members. The Provincial Board shall consist of not more than five, nor less than three Members.

66. The first General Board shall be appointed by the subscribers to the Memorandum of Association, and until such General Board be appointed, the subscribers to the Memorandum of Association shall be deemed to be the General Board.

67. The first Provincial Board shall be appointed by the General Board, as soon as the affairs of the Company shall, in their opinion, require the co-operation of a Provincial Board.

68. The Company may, by resolution in General Meeting, increase or diminish the number of the General Board, and the General Board may, by a resolution passed at two successive Board Meetings, increase or diminish the number of the Provincial Board.

69. The qualification of a Member of either the General or Provincial Board shall be twenty-five shares, standing in his own name solely, on which all calls shall have been paid.

70. Each Member of the Provincial Board shall be, *ex officio*, a Member of the General Board during such time as he may be in England.

71. Subject to such rules, bye-laws, and orders as may be passed by the General Board, and to the control thereof, the Provincial Board when appointed shall manage the general working of the Railway and the affairs of the Company in Nova Scotia, and may appoint and dismiss station masters, clerks, and servants of the Company, and generally transact and do all matters and things incident to the ordinary business of the Company in Nova Scotia. But the Provincial Board shall not be authorised, without the consent of the General Board, to accept or enter into any contract, concession, purchase, or leasing of any new Railway, nor to bind the Company to any extension or modification of the objects of the Company undertaken by the General Board, or to dismiss any head officer of the Company who shall be appointed by the General Board.

72. The General Board shall control all the pecuniary affairs of the Company, and pay all preliminary and other expenses incurred in forming and registering the Company, appoint and have power to dismiss all such managers, secretaries, engineers, surveyors, agents, and other officers and servants required for the general management of the affairs of the Company, and may pay them such salaries as they may think fit; shall be at liberty to acquire by purchase or otherwise from the concessionnaires, the concession for the construction of the Windsor and Annapolis Railway mentioned in the Memorandum of Association of the Company, and to take whatever steps it shall think fit for carrying such concession into effect and for constructing, equipping, and working such Railway. The General Board shall also (with the assent of the Company in General Meeting) be at liberty to take steps to carry out the object of the Company, as set forth in the 2nd, 3rd, and 4th heads of the third paragraph of the Memorandum of Association. For these purposes the General Board shall issue such rules, bye-laws, and orders as it may think fit for the conduct of the affairs of the Company by the Provincial Board, and may annul or rescind any orders or resolutions of

the Provincial Board, and generally transact any other business relating to the management of the railways and other property belonging to the Company which the said General Board shall consider ought to be transacted by itself in lieu of the Provincial Boards.

73. The General Board may also borrow money on mortgage of the whole or any part of the property of the Company, giving such power to the mortgagees and appropriating to each mortgage such portion of the undertaking of the Company as it may think fit, and generally may exercise all such powers of the Company as are not by the Companies' Act, 1862, or by these Articles required to be exercised by the Company in General Meeting, subject nevertheless to any regulations of these Articles, to the provisions of the Companies' Act, 1862, and to such regulations (consistent with the aforesaid regulations or provisions) as may be prescribed by the Company in General Meeting; but no regulation made by the Company in General Meeting shall invalidate any prior act of the General or Provincial Board, which would have been valid if such regulation had not been made.

74. The General and Provincial Boards respectively may act notwithstanding any vacancy or vacancies in their body.

75. The General Board may from time to time, subject to such regulations as shall be made by them, authorise the Manager or Secretary, or any other person or persons to make, accept, and endorse on behalf, and in the name of the Company, bills of exchange and promissory notes; and may also from time to time borrow money for the purposes of the Company upon bonds or debentures of the Company, or upon such other security, or in such other manner as they may think fit: Provided always that nothing in these Articles contained shall authorise the Company to borrow upon mortgage, or upon bonds, or debentures, or partly upon one of such securities and partly upon the other of such securities, any sum or sums of money exceeding in the aggregate the sum of £200,000.

76. The General Board may invest, either temporarily or permanently, such moneys of the Company as they may from time to time be of opinion should be invested in the public stocks or funds, or in Exchequer Bills, or any stocks or securities of the British or any Colonial Government, or on debentures or shares of any Company whereon a minimum rate of interest shall be guaranteed by the British or any Colonial Government, or upon deposit with any Joint Stock Banking or Discount Company, or on such other securities as the Directors may approve.

77. The General Board shall make such provision as they shall from time to time deem expedient for the safe custody, and for the use of the Common Seal of the Company.

78. The General Board may appoint any person or persons

to act as superintendents, commissioners, or agents on behalf of the Company, subject to such conditions, stipulations, and restrictions as the Directors may think fit, and may delegate to him or them such powers as they may see fit, and may fix the salaries or remuneration of such superintendents, commissioners, or agents, and may, at their pleasure, remove all or any of such superintendents, commissioners, or agents.

79. It shall be lawful for the General Board, if they shall think it necessary or expedient so to do, from time to time to apply on behalf of the Company for Her Majesty's Patent, or for any Act or Acts of Parliament of the Legislature of Great Britain, or of any Provincial or Foreign Government, or any Charter or Charters, or other competent authority for the better enabling the Company to effect the objects and purposes of their undertaking; and also, so far as the same can be legally done, to purchase, acquire, rent, and hold lands, tenements, or hereditaments in Great Britain or elsewhere for the purposes of the Company, and to dispose of, mortgage, lease, and otherwise manage the lands, tenements, and hereditaments so purchased, acquired, rented, and leased as they shall from time to time deem advisable for the interest of the Company.

80. The office of a Member of the General or Provincial Board shall be vacated:—

If he accept any other office of profit under the Company.

If he become lunatic or of unsound mind, or bankrupt, or compound with his creditors, or be absent from England or Nova Scotia, as the case may be, for six consecutive months, without the consent of the Board.

If he cease to hold the qualification hereinbefore provided.

81. Any Member of either the General or Provincial Boards shall be disqualified from voting in respect of any contract in which he may be interested, either directly or indirectly, whether individually or as a Member of any Company which has entered into a contract with the Company, and if he does vote his vote shall not be counted. Provided nevertheless that any agreement to be entered into by the Company for the purpose of the said concession for the said Windsor and Annapolis Railway, while the subscribers to the Memorandum of Association shall be acting as the General Board, shall be valid notwithstanding such subscribers to the Memorandum of Association, or some of them may be concessionnaires, or interested in the sale of such concession, and may have voted in reference to such agreement.

ROTATION OF DIRECTORS.

82. At the first Ordinary General Meeting of the Company in the year One thousand eight hundred and sixty-nine, and in every subsequent year, two of the Members of the General Board shall retire from office; and the Directors to retire shall,

unless the Directors agree among themselves, be determined by ballot, until all the General Board shall have retired from office, such ballot to be taken from time to time, and to be exclusively limited to the Directors hereby appointed who shall not have gone out of office, until there shall be not more than two such Directors, and then such last remaining Directors or Director shall be the Directors or Director next to retire; and when all the Directors hereby appointed shall have retired, or shall be no longer in office by virtue of the original appointment hereby made, then in every subsequent year the Director or two Directors (as the case may be) who shall have been longest in office shall retire.

83. A retiring Director shall be eligible for re-election.

84. Every Member who may intend to propose a candidate for the Direction, shall leave notice in writing of such intention with the Secretary at least five days before the day of election, and exclusive thereof.

85. The Company, at the Annual General Meeting at which any Director shall retire in manner aforesaid, shall fill up the vacated office by electing a Director in his stead.

86. If at any Meeting at which an election of a Director ought to take place, no such election be made, the retiring Director shall be deemed to have been re-elected.

87. Any casual vacancy occurring in the General Board may be filled up by the remaining Directors, or by an Extraordinary General Meeting of the Company, but any person so chosen shall retain his office so long only as the vacating Director would have retained the same if no vacancy had occurred.

87a. The Company in General Meeting may, by a special resolution, remove any Director before the expiration of his period of office, and may, by an ordinary resolution, appoint another person in his stead. The person so appointed shall hold office during such time only as the Director in whose place he is appointed would have held the same had he not been removed.

88. Any Director may retire from office, by giving not less than seven days' previous notice in writing at the Registered Office of the Company.

89. The Provincial Board shall retire from office in such order, and in such rotation as shall be regulated by the General Board, and the retirement of such Members as shall, under such regulations of the General Board, be appointed to retire, shall take place on the expiration of one month from the date of the first Annual General Meeting of the Company in each year, and the vacancies to be thereby caused shall be filled up by the General Board. Any casual vacancy occurring in the Provincial Board may be filled up by the remaining Members, subject to confirmation by the General Board.

PROCEEDINGS OF THE GENERAL AND PROVINCIAL
BOARDS.

90. The General and Provincial Boards may meet together for the dispatch of business, adjourn, and otherwise regulate their Meetings as they think fit, and determine the quorum necessary for the transaction of business and also provide for the periodical election of a Chairman. Questions arising at any Meeting of either Board shall be decided by a majority of votes of the Members of the Board present at such Meeting. In case of an equality of votes the Chairman of the Meeting shall have a second or casting vote.

91. Any Member of the General Board may at any time require the Secretary to summon a meeting of the Board by giving him not less than one clear day's notice in writing at the Registered Office of the Company.

92. The Members of either Board may delegate any of their powers to Committees, consisting of such Member or Members of their body as they think fit. Any Committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on them by the Board appointing them.

93. A Committee may elect a Chairman of their Meetings; if no such Chairman be chosen, or if at any Meeting he be not present at the time appointed for holding the same, the Members present shall choose one of their number to be Chairman of such Meeting.

94. A Committee may meet and adjourn as they think proper. Questions at any Meeting of a Committee shall be determined by a majority of votes of the Members present, and in case of an equality of votes the Chairman of the Meeting shall have a second or casting vote.

95. All acts done by any Meeting of the General or Provincial Board or of a Committee shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any Member of such Board or Committee, or that they, or any of them, were disqualified, be as valid as if every such person or persons had been duly appointed and were or was duly qualified.

96. The General and Provincial Boards shall cause Minutes to be made in books provided for the purpose—

1. Of the appointments of Officers made by them.
2. Of the names of the Directors present at each Meeting of the Boards respectively, and Committees thereof.
3. Of all orders made by the Boards respectively and Committees thereof; and
4. Of all resolutions and proceedings of Meetings of the Company and of the Boards respectively, and Committees thereof.

97. Any such Minute as aforesaid, if purporting to be signed by the Chairman of such Meeting of a Board or Committee, or by the Chairman of the next succeeding Meeting, shall be received in evidence in all legal proceedings; and until the contrary be proved every General Meeting of the Company and Meetings of Boards in respect of the proceedings of which Minutes have been made shall be deemed to have been duly held and convened, and all resolutions passed thereat, or proceedings had, to have been duly passed and had.

98. Notice of every change in the situation of the registered Office of the Company shall be forthwith given to the Registrar of Joint Stock Companies.

99. The General Board shall always provide that the name of the Company shall be kept painted or affixed to or on the outside of every office or place in which the business of the Company may for the time being be carried on, in a conspicuous position, in letters easily legible, and also that the name of the Company be engraved in legible characters on its seal, and that its name be mentioned in legible characters in all notices, advertisements, and other official publications of the Company, and all bills of exchange, promissory notes, endorsements, cheques, and orders for money or goods purporting to be signed by or on behalf of the Company, and on all bills of parcels, invoices, receipts, and letters of credit to the Company.

REMUNERATION OF DIRECTORS.

100. The minimum remuneration of the first General Board, exclusive of the Manager or Managing Director, shall be at the rate of £1,000 per annum, to be computed from such day, subsequent to the day on which these Articles of Association were registered, as the General Board may determine. The future remuneration of the Directors to be after elected shall be determined upon their election by the Special General Meeting, to be held as before provided, or at any subsequent Ordinary General Meeting of the Company. The Members of the Provincial Board shall receive such salary or other remuneration as may from time to time be determined by the General Board.

101. The Company from time to time may, by the resolution of a General Meeting, increase or diminish the remuneration of the General Board; provided that such remuneration shall never, without the unanimous consent of the General Board, be less than the minimum remuneration hereinbefore provided.

102. The remuneration of the General and Provincial Boards respectively shall be distributed among themselves in such mode and proportion as the respective Boards may determine.

MANAGER OR MANAGING DIRECTOR.

103. The General Board may at any time appoint any

person they may think fit, whether qualified or not qualified to be a Director, to act as Manager or Managing Director upon such terms and conditions, and with such powers and authorities, and at or under such salary, and that either wholly or partially fixed, or wholly or partially dependent upon the receipts of or profits earned by the Company.

SOLICITORS.

104. Messrs. Wilkins, Blyth and Marsland shall be the first Solicitors of the Company.

DIVIDENDS.

105. The General Board may, with the sanction of the Company in General Meeting, declare a dividend to be paid to the Members in proportion to the number of their respective shares.

106. No dividend shall be payable on the ordinary or deferred shares except out of the profits arising from the business of the Company, including therein interest or dividends received by the Company in respect of any moneys either permanently or temporarily invested by them or placed out at interest; but to provide for the equalisation of dividends, advances may be made from time to time out of the reserve fund and applied in payment of dividends.

107. The Members may be paid out of the capital of the Company interest at the rate of £6 per cent. per annum upon the amounts for the time being paid upon their respective shares, from the time when the same were respectively paid up to the time of the completion of the authorised line of Railway, for the construction of which such shares were issued and the opening of the same for public traffic, or if the Railway shall be completed and opened in sections, interest after the rate aforesaid shall be payable only upon so much of the amounts so paid up as shall be applicable to that portion of the Railway which is not then completed and opened for traffic.

108. The General Board may, if they see fit to do so, pay out of the capital of the Company interest on sums paid upon shares in advance of calls.

109. The Company may guarantee dividends to the Preference Shareholders, and may on behalf of the Company advance and pay the dividends so guaranteed during construction or otherwise out of profits or any other funds which may come to the hands of the Company.

110. The General Board may, before recommending any dividend, set aside out of the profits of the Company such sum as they think proper as a reserve fund and a depreciation fund to meet contingencies, or for equalising dividends, or for repairing or maintaining any property or works connected with the business of the Company or any part thereof, and the

General Board may invest the sum so set apart as a reserve fund.

111. The General Board may deduct from the dividends payable to any Member all such sums of money as may be due from him to the Company on account of calls or interest thereon, or otherwise.

112. Notice of any dividend that may have been declared shall be given to each Member, and all dividends unclaimed for three years after having been declared may be forfeited by the General Board for the benefit of the Company.

113. No dividend shall bear interest as against the Company.

ACCOUNTS.

114. The General Board shall cause true accounts to be kept in every country or place, whether within or beyond the limits of the United Kingdom:—

1. Of the plant and stores, and stock-in-trade of the Company, in or at such country or place;
2. Of the sums of money received and expended by the Company in or at such place, and the matter in respect of which such receipt and expenditure shall take place; and
3. Of the credits and liabilities of the Company in such country or place;

and copies or duplicates of all such accounts and the entries from time to time made therein in any other country shall be forwarded periodically to the Head Office of the Company in England.

115. Once at least in every year the General Board shall lay before the Company in General Meeting a statement of the income and expenditure for the then past year, made up to a date not more than six calendar months before such meeting.

116. The statements so made shall show, arranged under the most convenient heads, the amount of gross income, distinguishing the several sources from which it shall have been derived, and the amount of gross expenditure, distinguishing the expense of the establishment, salaries, and other like matters. Every item of expenditure fairly chargeable against the year's income shall be brought into account, so that a just balance of profit and loss may be laid before the meeting; and in cases where any item of expenditure, which may in fairness be distributed over several years shall have been incurred in any one year, the whole amount of such item shall be stated, with the addition of the reasons why only a portion of such expenditure is charged against the income of the year.

117. A balance sheet shall be made out in every year and laid before the General Meeting of the Company, and such balance sheet shall contain a summary of the property and liabilities of the Company.

118. A printed copy of such balance sheet shall, seven days previously to such meeting, be sent to the registered address of every Member registered as resident in the United Kingdom, and shall at such time as may be fixed by the General Board be sent to every other Member.

AUDIT.

119. The accounts of the Company shall be examined and the correctness of the balance sheet ascertained by one or more Auditor or Auditors, to be from time to time elected by the Company in General Meeting.

120. If not more than one Auditor be appointed all the provisions herein contained relating to Auditors shall apply to him.

121. The Auditors need not be Members of the Company. No person shall be eligible as an Auditor, if interested otherwise than as a Member, in any transaction of the Company, and no Director or other officer of the Company shall be eligible during his continuance in office.

122. The election of Auditors shall be made by the Company at their Ordinary Meeting, or if there shall be more than one such Meeting, at their first Ordinary Meeting in each year.

123. The remuneration of the first Auditors shall be determined by the General Board, but that of all future Auditors shall be fixed by the Company in General Meeting.

124. Any Auditor shall be eligible for re-election on his quitting office.

125. Whenever any casual vacancy shall occur in the office of Auditor, the General Board shall forthwith supply the same, subject to confirmation by the then next Ordinary Meeting of the Company.

126. If no election of Auditors be made in manner aforesaid the retiring Auditors shall continue in office, or the Board of Trade may, on the application of one-fifth in number of the Members registered as residing in the United Kingdom, appoint an Auditor for the then current year, and fix the remuneration to be paid to him by the Company for his services.

127. Every Auditor shall be supplied with a copy of the balance sheet, which he shall examine with the accounts and vouchers relating thereto; and shall also have a list delivered to him of all books kept by the Company, and be entitled at all reasonable times to have access to the books and accounts of the Company.

128. The Auditors shall make a report to the Members upon the balance sheet and accounts, and also upon the Register of Transfers, and in every such report they shall state whether, in their opinion, the balance sheet is a full and fair balance sheet, containing the particulars required by the regulations of the Company for the time being in force, and properly drawn up so

as to exhibit a true and correct view of the state of the Company's affairs, and in case of having called for information or explanation from the General Board, whether the information or explanations given by the General Board shall have been satisfactory, and such report shall be read, together with the report of the General Board, at the ensuing Ordinary Meeting.

129. The first Auditor or Auditors shall be appointed by the General Board, to act until the first Ordinary General Meeting of the Company shall have taken place, and Auditors shall have been appointed by the Members as before provided.

NOTICES.

130. Notices required to be served upon or given to the Members in pursuance of the regulations of the Company, or otherwise, may be served either personally or by leaving the same, or sending them through the post in a letter addressed to the Members at their registered places of abode, and every such notice left or posted as aforesaid shall be deemed to have been duly served on the day of leaving the same or on the day after the day on which it shall be posted, and in case of persons registered as residing out of Great Britain on the day on which, in the ordinary course of post, it ought to be delivered, although the person to whom it shall have been directed be dead, or never receive the same.

131. Each Member who shall be registered as resident out of the United Kingdom, may leave a memorandum in writing at the registered Office of the Company, specifying some address in England to which notices for him shall be sent, and every provision in these Articles contained, and every regulation of the Company for the time being in force, and every resolution or order of the General Board, whereby respectively any notice shall be required to be served or given to the Members shall, as well as to Members who shall be registered as resident elsewhere, be deemed to be duly complied with, and every such notice shall be deemed to have been effectually served or given, provided such notice be sent by post to each Member having a registered address in the United Kingdom, directed to such registered address; and to each Member not having a registered address in the United Kingdom, who shall have left such memorandum at the registered Office of the Company as aforesaid, directed to the address specified in such memorandum, and it shall not be necessary to serve, give, or send any notice upon or to any other Member whatsoever.

132. All notices directed to be given to the Members, shall, with respect to any shares to which persons may be jointly entitled, be given to whichever of such persons shall be named first in the Registry of Members, and notice so given shall be sufficient notice to all the proprietors of such shares.

133. All notices required by the Companies' Act, 1862, or by

these Articles, to be given by advertisement shall be advertised once in one of the London newspapers.

134. Any summons or notice required to be served upon the Company, may be served by leaving the same, or sending it through the post, addressed to the Company, at their registered Office.

135. Any summons, notice, writ, or proceeding requiring authentication by the Company, may be signed by any Member of the General Board, Manager, or other authorised officer of the Company, and need not be under the Common Seal of the Company, and the same may be in writing or in print, or partly in writing and partly in print.

DISSOLUTION OF THE COMPANY.

136. The General Board shall take all necessary proceedings for the voluntary winding up of the Company in accordance with the Acts for the time being in force for the voluntary winding up of Companies with limited liability:—

1. As soon as 70 per cent. of the capital of the Company shall have been lost or become unavailable.
2. Whenever a General Meeting, by a special resolution, shall have agreed that the Company shall be wound up.

INSPECTION OF REGISTER AND OF BOOKS OF ACCOUNT.

137. The Register of Members and the books of account (except such as must of necessity be kept elsewhere) shall, together with every such copy as aforesaid, be kept at the Registered Office of the Company; and, subject to any reasonable restrictions as to time and manner of inspecting the same, shall be open to the inspection of the Members during the hours of business, and the Register of Members shall, subject to any such reasonable restrictions, be open to the inspection of any person not being a Member, on payment of the sum of one shilling, during the hours of business.

NAMES, ADDRESSES, AND DESCRIPTIONS OF SUBSCRIBERS.

THOMAS BRASSEY, 4, Great George Street, Westminster, Contractor.

WILLIAM HENRY PUNCHARD, Allhallows Chambers, Lombard Street, in the City of London, Esquire.

EDWIN CLARK, Civil Engineer, 24, Great George Street, Westminster.

JAMES HENDRY, 3, Copthall Chambers, London, Esquire.

EDMUND KELL BLYTH, 10, St. Swithin's Lane, London, Solicitor.

GEORGE WASHINGTON HARRIS, 6, Westminster Chambers, S.W., Esquire.

JULIAN HORN TOLME, 1, Victoria Street, Westminster, Civil Engineer.

DATED this twenty-sixth day of February, 1867.

WITNESS to the above Signatures, except those of
Thomas Brassey and Edmund Kell Blyth,

EDMD. K. BLYTH,

10, St. Swithin's Lane, London, Solicitor.

WITNESS to the Signatures of Thomas Brassey and
Edmund Kell Blyth,

J. H. TOLME,

1, Victoria Street, Westminster, C.E.

No. 3,481. C. N. L. 3,319.

CERTIFICATE OF INCORPORATION

OF THE

WINDSOR AND ANNAPOLIS RAILWAY COMPANY, LIMITED.

I hereby certify, that the Windsor and Annapolis Railway Company, Limited, is this day Incorporated under the Companies Act, 1862, and that this Company is Limited.

Given under my hand, at London, this First day of March, One Thousand Eight Hundred and Sixty-Seven.

E. C. CURZON,

Registrar of Joint Stock Companies.

SPECIAL RESOLUTION
OF THE
WINDSOR AND ANNAPOLIS RAILWAY
COMPANY, LIMITED.

Passed 10th April, 1873; Confirmed 25th April, 1873.

Special Resolution passed at an Extraordinary General Meeting of the Shareholders of the Windsor and Annapolis Railway Company, Limited, duly convened and held at the Offices of the Company, 24, Great Winchester Street, in the City of London, on the 10th day of April, 1873, and confirmed at a like Meeting duly convened and held at the same place on the 25th day of April, 1873.

"That Article 75 of the Articles of Association of the Company be and the same is hereby repealed and replaced by the following Article; which shall be, as it is hereby declared to be, one of the regulations of the Company:—

"Art. 75. The General Board may from time to time, subject to such regulations as shall be made by them, authorise the Manager or Secretary, or any other person or persons, to make, accept, and endorse on behalf of and in the name of the Company, bills of exchange and promissory notes, and may also from time to time borrow money for the purposes of the Company upon bonds or debentures of the Company, secured by a mortgage or charge of or upon all or any part of the Company's property, or upon such other security or in such other manner as they may think fit: Provided always that nothing in these Articles contained shall authorise the Board to borrow upon mortgage or upon bonds or debentures, or partly upon one of such securities and partly upon the other of such securities, any sum or sums of money exceeding in the aggregate the sum of £300,000 without the authority of a General Meeting, but with such authority they may borrow any further sum thought expedient."

JOHN FIELD,
Chairman.

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SPECIAL RESOLUTION
OF THE
WINDSOR & ANNAPOLIS RAILWAY COMPANY,
INCORPORATED IN ENGLAND AS THE
WINDSOR AND ANNAPOLIS RAILWAY
COMPANY, LIMITED.

Passed 4th February, 1875 ; Confirmed 23rd February, 1875.

Special Resolution passed at an Extraordinary General Meeting of the Shareholders of the Windsor and Annapolis Railway Company (incorporated in England as the Windsor and Annapolis Railway Company, Limited), duly convened and held at the Offices of the Company, No. 24, Great Winchester Street, in the City of London, on the 4th day of February, 1875, and confirmed at a like Meeting duly convened and held at the same place on the 23rd day of February, 1875:—

That, upon confirmation by the Supreme Court of Nova Scotia of the Scheme of Arrangement dated 26th January, 1875, and entitled "A Scheme of Arrangement between the Windsor and Annapolis Railway Company and their Creditors, proposed by the Company in exercise of the power and pursuant to the provisions of an Act of the Legislature of the Province of Nova Scotia, assented to on the 12th day of December, 1874, and intituled 'An Act to facilitate arrangements between Railway Companies and their Creditors,' " the said Scheme, with any alterations or modifications which may be made by the Court on the application for such confirmation, shall be added to the Articles of Association of this Company and form part of the regulations thereof, and that all provisions of the existing Articles of Association of this Company, or any Special Resolution of this Company, inconsistent or at variance with the said Scheme (as confirmed by the said Court), shall be thenceforth deemed to be repealed or varied so far as requisite to give due effect to the provisions of the said Scheme.

JOSEPH BRAVO, *Chairman.*

WILLIAM ROSS CAMPBELL, *Secretary.*

Supreme Court of Nova Scotia.

Filed 12th February, 1875; Confirmed 11th August, 1875;
Enrolled 30th September, 1875.

WINDSOR AND ANNAPOLIS RAILWAY COMPANY.

SCHEME OF ARRANGEMENT.

Halifax, ss.

In the Supreme Court, }
Halifax, 1875. }

In re THE SCHEME OF ARRANGEMENT

Of the Windsor and Annapolis Railway Company, Limited.

I, MARTIN I. WILKINS, of Halifax, in the County of Halifax and Province of Nova Scotia, Prothonotary of Her Majesty's Supreme Court of Judicature for the Province aforesaid, hereby certify:—

1st. That a rule of Court herein for the confirmation and enrolment of the Scheme of Arrangement herein, and dated the 11th day of August last past, was filed in this Court on the day of the date hereof, and, in pursuance of said rule, said Scheme of Arrangement was this day enrolled in this Court:

2nd. That annexed hereto, marked "A," is a true and correct copy of said rule for confirmation herein:

3rd. And that annexed hereto, marked "B," is a true and correct copy of said Scheme.

In testimony whereof I have subscribed my hand and affixed the seal of said Court hereto this 30th day of September, A.D. 1875.

L.S.

M. I. WILKINS,
Prothonotary.

5-

"A."

(This is the "rule" referred to in my Certificate of the 30th September, 1875.)

M. I. WILKINS,
Prothonotary.

Halifax, ss.

In the Supreme Court,
Halifax, 1875. }

Sgnd. W. Y.

In re THE SCHEME OF ARRANGEMENT
Of the Windsor and Annapolis Railway Company, Limited,
with their Creditors.

On hearing read the Scheme of Arrangement above-mentioned, the rule nisi herein and the affidavit of the publication and service thereof, the several papers and newspapers on file herein, and in reference to the same and on argument, it is ordered that the said Scheme of Arrangement be, and the same is in all things confirmed, and it is further ordered that the said Scheme of Arrangement be enrolled in this Court.

By the Court,

(Signed) M. I. WILKINS,

11th August, 1875.

Prothonotary.

"B."

(This is the "Scheme" referred to in my Certificate of 30th September, 1875.)

M. I. WILKINS,

Prothonotary.

Supreme Court of Nova Scotia.

A SCHEME OF ARRANGEMENT

Between the Windsor and Annapolis Railway Company (hereinafter called "the Company") and their Creditors, proposed by the Company in exercise of the power and pursuant to the provisions of an Act of the Legislature of the Province of Nova Scotia, assented to on the 12th day of December, 1874, and intituled "An Act to facilitate arrangements between Railway Companies and their Creditors."

Whereas the Windsor and Annapolis Railway Company, Limited, were on the 1st March, 1867, registered in England under the provisions of the Statute of the United Kingdom, called "The Companies' Act, 1862," with Memorandum and Articles of Association for the purpose of acquiring and working the Windsor and Annapolis Railway in the Province of Nova Scotia and any railway or branch near thereto:

And whereas, by an Act of the Legislature of the Province of Nova Scotia, passed the 7th day of May, 1867, the Company were incorporated in that province:

And by an Act of the said Legislature passed the 14th June, 1869, the said Memorandum and Articles of Association were made binding on the Company and incorporated in the said Act:

And whereas, by an Agreement dated the 22nd day of September, 1871, and made between the Company acting as or in the name of the Windsor and Annapolis Railway Company, Limited, and the Government of Canada, and approved and ratified by His Excellency the Governor-General in Council on the date aforesaid, the Company were authorised, as part of the said undertaking, to use certain railways or portions of railways in Nova Scotia, one of such railways lying between Halifax and the Windsor Junction and called the Trunk Line, and the other lying between the Windsor Junction and the junction of the said railway with the Windsor and Annapolis Railway at or near Windsor, and called the Windsor branch:

And whereas, by two several Indentures of Mortgage, dated the 30th day of June, 1871, and the 31st day of October, 1873, the whole of the rolling stock, plant fixed and moveable, machinery, engines, gearing tools, implements and other chattels of the Company in the Province of Nova Scotia were expressed

to be mortgaged to certain persons carrying on the business of bankers in England, known as and hereinafter called "Messieurs Robarts, Lubbock and Company," for securing the payment by the Company or the Windsor and Annapolis Railway Company, Limited, to Messieurs Robarts, Lubbock and Company of moneys not exceeding £25,000:

And whereas the Company acting as or in the name of the Windsor and Annapolis Railway Company, Limited, have issued debentures (hereinafter called "the first debentures,") to the amount of £200,000, whereby the undertaking of the Company, and future calls on shares, and all the tolls, and sums of money arising by virtue of the said undertaking, are expressed to be assigned to the holders of the first debentures until the principal moneys (part of the said sum of £200,000) secured by their respective debentures with interest thereon, at the rate of 6 per cent. per annum, should be satisfied:

And whereas the Company are indebted to various unsecured Creditors in sums amounting to £70,000 or thereabouts:

And whereas the Company are unable to meet their engagements with their creditors under the circumstances aforesaid, and by virtue of the Act of the Legislature of the Province of Nova Scotia, assented to on the 12th day of December, 1874, and entitled "An Act to facilitate arrangements between Railway Companies and their Creditors," the Company have proposed the following:—

SCHEME OF ARRANGEMENT

Between the Windsor and Annapolis Railway Company and their Creditors.

1. The Company, acting by the Board of Directors and without the necessity of any further consent of shareholders or authority other than this scheme, may raise money to meet their obligations by the creation and issue of the following capital, that is to say:—

(A.) Debenture Stock, to be called "A Debenture Stock," to the extent of £75,000, or to such less extent as shall in the opinion of the Board of Directors be sufficient for the purposes to which the proceeds of A Debenture Stock are hereinafter made applicable. Provided that the A Debenture Stock may be made redeemable on such terms as the Board of Directors shall think fit.

(B.) Debenture Stock to be called "B Debenture Stock" to the extent of £350,000, or to such less extent as shall in the opinion of the Board of Directors be sufficient for the purposes to which B Debenture Stock is hereinafter made applicable.

2. The Debenture Stock shall bear interest at the rate of 6

per cent. per annum payable half-yearly, and shall rank as follows:—

(A.) The A Debenture Stock shall be a first charge on the undertaking and rolling stock from time to time of the Company, and the interest on the A Debenture Stock shall be the first charge upon the net income of the Company.

(B.) The B Debenture Stock shall be the first charge on the undertaking and rolling stock, subject only to the A Debenture Stock, and the interest on the B Debenture Stock shall be the first charge on the net income of the Company, subject only to the interest on the A Debenture Stock.

3. The payment of the interest on the Debenture Stock may be enforced by the appointment of a receiver, in the same manner as if the same were interest on ordinary debentures of the Company: Provided that the right to such receiver shall not be enforceable by or on behalf of holders of B Debenture Stock for three years after the filing of this scheme.

4. The A Debenture Stock shall be applied (either by issuing the same to the creditors hereinafter mentioned in lieu of money, or by issue thereof to subscribers on such terms as the Board of Directors shall think fit, and application of the proceeds) to the following, and to no other purposes, that is to say:—

(A.) The payment of the debt due for principal and interest money to Messrs. Robarts, Lubbock and Company, at the time of filing this scheme, on the securities hereinbefore mentioned, as and when and so far as Messrs. Robarts, Lubbock and Company, or persons claiming through them shall require payment thereof.

(B.) The payment of all such creditors of the Company at the time of filing this scheme as shall be entitled under the terms hereinafter mentioned, to payment in cash of the sums payable to them under the terms hereof.

(C.) The payment of the costs of and incident to this scheme and of and incident to the carrying out thereof.

(D.) The payment of such of the costs of administration and of maintaining and repairing the railway and works, and renewing, maintaining, and increasing the rolling stock and working expenses of the Company, from and after the filing of this scheme, as the gross income of the Company shall be insufficient to provide for.

5. The B Debenture Stock shall be issued at par to the holders of the first debentures, in proportion to the amounts due to them at the time of filing this scheme for principal and interest moneys on such debentures, such interest to be apportioned (if necessary) up to that date. The holders of the first debentures shall be entitled to the interest on the B Debenture Stock to which they are respectively entitled as aforesaid as

from the date of the filing of this scheme, but subject as hereinafter mentioned; and from the same date the holders of the first debentures shall be disentitled to all remedies on those debentures. B Debenture Stock shall also be issued at par to all creditors of the Company at the time of the filing of this scheme (except such creditors as may be entitled to payment by means of A Debenture Stock, or to cash under the terms hereinafter mentioned) in satisfaction of the amounts then due to them respectively: Provided that the creditors hereinafter mentioned shall be entitled to cash payments to the extent hereinafter mentioned, that is to say:—

(A.) The officers, solicitors, engineers and servants of the Company shall be entitled to payment in cash of all moneys due to them for salaries, wages and costs and expenses bonâ fide incurred or chargeable in the service of the Company, according to the ordinary course of business.

(B.) All other creditors of the Company whose respective debts shall not amount to £50 or upwards, may, in lieu of B Debenture Stock, demand and receive cash for the amount of their debts. Certificates of the B Debenture Stock shall be issued to the holders of the first debentures in exchange for these debentures, and to the creditors entitled to receive the same as aforesaid, as soon as possible.

Provided always, that if in all or any of the three years next after the filing of this scheme, the net income of the Company for such year after paying or providing for the interest on the A Debenture Stock shall be insufficient to pay the interest on the whole of the B Debenture Stock then issued and subsisting, the holders of the B Debenture Stock shall be entitled to, and shall accept further amounts of B Debenture Stock equal to and in lieu of the amounts of interest due to them respectively, which such net income as aforesaid shall be insufficient to pay.

6. From and after the filing of this scheme no action, suit, or other proceeding against the Company or affecting property of the Company, except proceedings in respect of the obligations hereby imposed on the Company or against the Company as carriers, or proceedings in respect of liabilities incurred after the filing of this scheme, shall be continued or commenced without the leave of the Court: Provided that the costs of any action, suit or proceeding already commenced may be taken into consideration by the Court in which such action, suit or proceeding may be pending, and if allowed may be added to the debt claimed.

7. Leave to continue or commence any action, suit or proceeding may be obtained on summons or motion in a summary way in the same manner as the Court is by the 3rd Section of the Act under which this scheme is filed empowered to restrain any such action.

8. The Board of Directors of the Company shall be re-constituted for the purpose and to the extent hereinafter mentioned; and so soon as this scheme shall have been confirmed and enrolled, the present Board of Directors shall be bound to call meetings for that purpose.

The present Board of Directors shall act for all purposes until the Board is re-constituted.

9. The re-constitution shall be as follows:—

(A.) The present Board shall continue and retire in rotation, and vacancies be supplied in their seats as heretofore, and their powers shall only be interfered with to the extent, and during the period consequent on the provisions hereinafter contained.

(B.) There shall be two additional Directors (hereinafter called the B Debenture Stock Directors) to represent the holders of the B Debenture Stock until the interest on the B Debenture Stock shall have been paid in full for three years consecutively.

10. For the purpose of electing the B Debenture Stock Directors and supplying vacancies in their seats, the Board of Directors shall call meetings of the holders of the B Debenture Stock in the same manner as meetings of Shareholders. The meetings shall be held at such places as the Board shall appoint and shall be conducted in the same manner (as far as applicable) as meetings of Shareholders. The B Debenture Stock Directors shall hold office for three years from the date of their election and be eligible for re-election.

11. This scheme may be altered or modified by the Court in any way in which the Court, on the application for the confirmation of this scheme, may think fit.

In witness whereof the Company have hereunto caused their Corporate Seal to be affixed the 26th day of January, 1875.

The Corporate Seal of the Company was
hereto affixed in the presence of

JOSEPH BRAVO,

Chairman.

WILLIAM R. CAMPBELL,

Secretary.



Seal of
the Windsor
and Annapolis
Railway Co.

SPECIAL RESOLUTIONS
OF THE
WINDSOR & ANNAPOLIS RAILWAY COMPANY,
INCORPORATED IN ENGLAND AS THE
WINDSOR AND ANNAPOLIS RAILWAY
COMPANY, LIMITED.

Passed 27th September, 1882; Confirmed 18th October, 1882; Registered
19th October, 1882.

Special Resolutions passed at an Extraordinary General Meeting of the Members of the Windsor and Annapolis Railway Company (incorporated in England as the Windsor and Annapolis Railway Company, Limited), duly convened and held at the Offices of the Company, No. 4, Great Winchester Street, in the City of London, on the 27th day of September, 1882, and confirmed at a like Meeting, duly convened and held at the same place, on the 18th day of October, 1882:—

That, upon confirmation by the Supreme Court of Nova Scotia of the Scheme of Arrangement, dated 13th September, 1882 (a printed copy of which has been submitted to this Meeting and marked by the Chairman), and entitled "Scheme of Arrangement between the Windsor and Annapolis Railway Company and their Creditors, proposed by the Company in pursuance of the provisions of an Act of the Legislature of the Province of Nova Scotia, assented to on the 12th December, 1874, and intituled 'An Act to facilitate Arrangements between Railway Companies and Creditors,'" the following Resolutions shall have effect:—

- (A.) The said Scheme shall be added to the Articles of Association of this Company, and form part of the Regulations thereof, and all provisions of the existing Articles of Association or any Special Resolution of this Company, inconsistent or at variance with the said Scheme, shall be thenceforth deemed to be repealed or varied so far as requisite to give due effect to the provisions of the said Scheme.
- (B.) 11,025 new Five per Cent. Preference Shares of £20 each, making a total of £220,500, with such preference and priority in respect of dividend and otherwise, as provided by the said Scheme, and 5,025 new Ordinary Shares of £20 each, making a

total of £100,500, are hereby created and shall be respectively issued as fully paid Shares, and be dealt with in accordance with the provisions of the said Scheme.

- (c.) A Contract as to the issue of the new fully paid Shares shall be executed and filed with the Registrar of Joint Stock Companies pursuant to "The Companies Act, 1867."
- (d.) The Capital of the Company shall be reduced by the cancellation of the existing 15,075 Ordinary Shares of the Company of £20 each, and the 9,925 like Shares now unissued, and so that the Capital of the Company shall after such reduction be £321,000, divided into 11,025 Five per cent. Preference Shares of £20 each, and 5,025 Ordinary Shares of £20 each.

Halifax, s.s.

Filed 26th September, 1882 ; Enrolled 10th April, 1883.

In the Supreme Court of Nova Scotia, 1882.

**WINDSOR AND ANNAPOLIS RAILWAY
COMPANY.**

SCHEME OF ARRANGEMENT,

Dated 13th September, 1882.

Halifax, s.s.

In the Supreme Court, 1883.

In the Matter of the Windsor and Annapolis Railway Company;
and In the Matter of an Act intituled "An Act to facilitate arrangements between Railway Companies and their Creditors," assented to on the 12th December, 1874.

I, Simon H. Holmes, Prothonotary at Halifax of Her Majesty's Supreme Court for the Province of Nova Scotia, do hereby certify unto whom it may concern, that the Scheme of Arrangement of the Windsor and Annapolis Railway Company, a true copy whereof is hereunto annexed, marked "A," was duly filed in the said Supreme Court on the 26th day of September, 1882, and the said Scheme was by a rule of the said Supreme Court of Nova Scotia, granted and passed the 10th day of April, 1883, duly confirmed. And I do further certify that on said 10th day of April, 1883, the said Scheme was duly enrolled in said Supreme Court as in and by Chapter 104 Acts of the Legislature of the said Province of Nova Scotia passed in the year 1874, provided.



In witness whereof I have hereunto set my hand and the Seal of the said Supreme Court of Nova Scotia at Halifax, this 10th day of April, A.D. 1883.

S. H. HOLMES,
Prothonotary.

"A."

(This is the Scheme of Arrangement referred to in the Certificate of S. H. Holmes, dated 10th April, 1883.)

S. H. HOLMES,

Prothonotary.

Halifax, s.s.

In the Supreme Court, 1882.

SCHEME OF ARRANGEMENT,

Between the Windsor and Annapolis Railway Company and their Creditors, proposed by the Company in pursuance of the provisions of an Act of the Legislature of the Province of Nova Scotia, assented to on the 12th December, 1874, and intituled "An Act to facilitate arrangements between Railway Companies and their Creditors."

Whereas the Company were constituted and incorporated by an Act of the Legislature of Nova Scotia passed the 7th May, 1867 and (having been formed and registered under the style of the Windsor and Annapolis Railway Company, Limited, as a Joint Stock Company in England, in conformity with the provisions of the Statute of the United Kingdom called "The Companies Act, 1862,") were further regulated by an Act of the Legislature of Nova Scotia, passed the 14th June, 1869:

And whereas the creditors of the Company include the holders of certain securities of the Company respectively distinguished as A Debenture Stock, which bears interest at the rate of £6 per cent. per annum, and the issue of which to the amount of £75,000 was authorised by the provisions of a Scheme of Arrangement dated the 26th January, 1875, proposed by the Company and subsequently duly filed, confirmed, and enrolled in conformity with the provisions of the said Act of the 12th December, 1874, and B Debenture Stock, also bearing interest at the rate of £6 per cent. per annum, and authorised and issued to the amount of £350,000 under the provisions of the aforesaid Scheme of Arrangement of the 26th January, 1875:

And whereas under the provisions of the aforesaid Scheme of Arrangement the interest on the said B Debenture Stock became and is charged as a first charge on the net income of the Company, subject only to the interest on the said A Debenture Stock, and the payment of such interest may be enforced by the appointment of a Receiver:

And whereas the net income of the Company has been and is insufficient to pay the interest on the said B Debenture Stock, and the arrears now due and unpaid in respect of such interest, with the amount to become due to the 1st October, 1882, will amount to the sum of £70,000, and the accumulation of such

arrears is injurious to the interests of the Company and their creditors and Shareholders:

And whereas the amount of the share capital of the Company as at present authorised is £500,000, in shares of £20 each, of which there have been issued 15,075 shares, amounting to £301,500, all of which are fully paid up.

And whereas, having regard to the circumstances aforesaid, it will be for the advantage of the Company and their said Creditors and Shareholders that the liabilities and the existing capital of the Company as to so much of their loan capital as consists of the said B Debenture Stock, and as to their existing share capital, shall be re-adjusted in manner hereinafter provided so as to effect a new security and provision for the said holders of the said B Debenture Stock, which shall be more beneficial to them and also to the Company and their Shareholders than the existing security:

Now therefore the Company in pursuance of the provisions of the said Act of the Legislature of Nova Scotia, intituled "An Act to facilitate arrangements between Railway Companies and their creditors," have prepared and propose the following Scheme of Arrangement as between them and their creditors:—

1. As from the date of the filing of this Scheme (but subject to the confirmation and enrolment thereof in due course) in pursuance of the said Act, the said B Debenture Stock for £350,000, and the securities, rights, and interests theretofore subsisting in respect thereof, including all arrears of interest thereon and all certificates of indebtedness issued by the Company in respect of such arrears, shall become and be abrogated and determined, and in lieu thereof the holders of such B Debenture Stock shall be entitled to such new Debenture Stock and to such Preference Shares in the Company as hereinafter provided for.

2. Immediately upon this Scheme being enrolled there shall be created and in due course thereafter issued by the Directors of the Company new B Debenture Stock to the amount of £200,000 (being the amount of 50 per cent. of the capital of the existing B Debenture Stock, and about 35 per cent. of the arrears of interest thereon as aforesaid) which shall bear interest as from the 1st October, 1882, after the rate of £4 per cent. per annum, and be payable half-yearly on the 1st April and 1st October.

3. The new B Debenture Stock shall be a first charge upon the undertaking and rolling stock of the Company (including their right and interest in any line of Railway other than their own line which they are or may become entitled to by lease, or to work under any agreement or running powers) subject only to the said A Debenture Stock, and the interest on such new B Debenture Stock shall be the first charge on the net income of the Company accruing from the 1st October, 1882, subject

only to the payment thereof of the interest on the A Debenture Stock. Provided always that the said charge in respect of the interest of the new B Debenture Stock may be enforced (as if the same were interest on ordinary debentures of the Company) by means of a Receiver of such net income on behalf of the holders of the new B Debenture Stock, in case the interest thereon shall not be punctually paid, or in case the possession by the Company of their Railways and undertaking, or the receipt of the revenues thereof may be interfered with or endangered so as to prejudice or endanger the security of the holders of the new B Debenture Stock.

4. Immediately upon this Scheme being enrolled there shall be created, and in due course issued as hereinafter provided, Preference Shares of the Company to the amount of £220,500 (being the amount of 50 per cent. of the capital of the existing B Debenture Stock, and of 65 per cent. of the arrears of interest thereon), and there shall also be issued as hereinafter provided new Ordinary Shares of the Company to the amount of £100,500.

5. The said Preference Shares shall bear and the holders thereof shall be entitled to dividend on the amount thereof after the rate of £5 per cent. per annum, as from the 1st October, 1882, payable half-yearly out of the net income of each current year after that date, in preference and priority to any dividend in respect of any of the Ordinary Share Capital of the Company, but so that the deficiency of any year shall not be paid or made good out of the income of any succeeding year, and upon any return or repayment of Share Capital by the Company the amounts of the said Preference Shares shall be paid in preference and priority to any of the Ordinary Share Capital. The holders of the said Preference Shares shall be entitled to one vote in respect of every such share held by them respectively.

6. The said Preference Shares and new Ordinary Shares shall be issued as fully paid up shares of £20 each, and shall be allotted and issued rateably (as to the Preference Shares) to and amongst the registered holders of the existing B Debenture Stock, and (as to the new Ordinary Shares) to and amongst the holders of the existing shares of the Company, in proportion to their respective holdings of such Debenture Stock and Shares respectively. In order to admit of such proportionate allotments being exactly made, the Directors may, as to a sufficient number of the said Preference and new Ordinary Shares respectively, make such arrangements for the issue of scrip certificates, subdivided shares or stock, or otherwise as may be requisite or convenient for that purpose.

7. Immediately upon such new Ordinary Shares being allotted as aforesaid to the said Shareholders of the Company, the shares theretofore held by them respectively, and the certi-

ificates thereof and all entries in the registers of the Company with respect thereto shall be cancelled.

8. From and after the next Ordinary General Meeting of the Company after the enrolment of this Scheme the additional Directors of the Company heretofore appointed and acting under the provisions of the aforesaid Scheme of the 26th January, 1875, as B Debenture Stock Directors shall cease to be or to act as such Directors, and no new Directors shall be appointed in their place or otherwise as B Debenture Stock Directors.

In witness whereof the Company have hereunto caused their Corporate Seal to be affixed the 13th day of September, 1882.

The Corporate Seal of the Company
was hereto affixed by order of the
Board in the presence of

FRANCIS TOTHILL,
Chairman.

W. R. CAMPBELL,
Secretary.



NOTARIAL CERTIFICATE.

To all to whom these presents shall come, I, Charles Joseph Watts, of the City of London, Notary Public by Royal Authority, duly admitted and sworn, do hereby certify that on the day of the date hereof, the foregoing Scheme of Arrangement was sealed with the Corporate Seal of the Windsor and Annapolis Railway Company therein named in the presence of Francis Tothill, Esquire, Chairman, and William Ross Campbell, Esquire, Secretary of the said Company, and before me the said Notary. And I also certify that the said Francis Tothill and William Ross Campbell signed the said Scheme of arrangement before me, the said Notary.

In witness whereof I have hereunto set my hand and seal of office, at London, this thirteenth day of September, one thousand eight hundred and eighty-two.

In testimonium veritatis,

C. J. WATTS,
Not. Pub.

L.S.

SPECIAL RESOLUTIONS
(Pursuant to "The Companies Act, 1862," Sec. 51)
OF THE
WINDSOR & ANNAPOLIS RAILWAY COMPANY
INCORPORATED IN ENGLAND AS THE
WINDSOR AND ANNAPOLIS RAILWAY
COMPANY, LIMITED.

Passed 19th September, 1883. Confirmed 10th October, 1883.
Registered 11th October, 1883.

Special Resolutions passed at an Extraordinary General Meeting of the Members of the Windsor and Annapolis Railway Company (incorporated in England as the Windsor and Annapolis Railway Company, Limited), duly convened and held at the Offices of the Company, No. 4, Great Winchester Street, in the City of London, on the 19th day of September, 1883, and confirmed at a like Meeting duly convened and held at the same place on the 10th day of October, 1883:

1. That Article 76 of the Articles of Association be and the same is hereby varied by inserting therein, after the word "securities" in the last line but one thereof, the words "except the purchase of Shares of the Company."
2. That the following words in Article 112 of the Articles of Association, viz., "and all dividends unclaimed for three years after having been declared may be forfeited by the General Board for the benefit of the Company," be and the same are hereby rescinded.

W. R. CAMPBELL,

Secretary.

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